

SECURITIES AND EXCHANGE COMMISSION

FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

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GFL Environmental Inc.

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SIC: **4953** Refuse systems

Mailing Address

*100 NEW PARK PLACE,
SUITE 500
VAUGHAN A6 L4K 0H9*

Business Address

*100 NEW PARK PLACE,
SUITE 500
VAUGHAN A6 L4K 0H9
9053260101*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of **February 2025**

Commission File Number: **001-39240**

GFL Environmental Inc.

(Translation of registrant's name into English)

**100 New Park Place, Suite 500
Vaughan, Ontario, Canada L4K 0H9**

(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

☐ Form 20-F

☒ Form 40-F

EXHIBIT INDEX

Exhibits 99.1, 99.2, 99.3 and 99.4 to this Report of Foreign Private Issuer on Form 6-K are hereby incorporated by reference into the Company's Registration Statements on Form S-8 ([File No. 333-236949](#)) and Form F-10 ([File No. 333-272013](#)).

Exhibit Number	Description
99.1	Fifth Amendment to Seventh Amended and Restated Credit Agreement, entered into as of June 4, 2024, among GFL Environmental Inc., each of GFL Environmental Inc.'s subsidiaries party thereto, Bank of Montreal, as administrative agent and the lenders and others party thereto.
99.2	Sixth Amendment to Seventh Amended and Restated Credit Agreement, entered into as of January 20, 2025, among GFL Environmental Inc., each of GFL Environmental Inc.'s subsidiaries party thereto, Bank of Montreal, as administrative agent and the lenders and others party thereto.
99.3	Sixth Amendment to Term Loan Credit Agreement, entered into as of July 3, 2024, among GFL Environmental Inc., each of GFL Environmental Inc.'s subsidiaries party thereto, Barclays Bank PLC, as administrative agent and the lenders party thereto.
99.4	Code of Ethics.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GFL Environmental Inc.

Date: February 27, 2025

By: /s/ Mindy Gilbert

Name: Mindy Gilbert

Title: Executive Vice President and Chief Legal Officer

Execution Version**FIFTH AMENDMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT**

FIFTH AMENDMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT (this “**Amendment**”), dated as of June 4, 2024 by and among GFL ENVIRONMENTAL INC., a corporation existing under the laws of Ontario, Canada (the “**Canadian Borrower**”), GFL ENVIRONMENTAL USA INC., a corporation existing under the laws of Delaware (the “**US Borrower**”), the Guarantors party hereto, BANK OF MONTREAL, as administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent for the Lenders under the Existing Credit Agreement (as defined below), and each Lender party hereto.

RECITALS:

1. The Canadian Borrower, the US Borrower, the Guarantors, Bank of Montreal, as administrative agent and collateral agent, and each Lender from time to time party thereto are parties to that certain Seventh Amended and Restated Credit Agreement dated as of September 27, 2021 as amended by First Amendment dated as of May 27, 2022, Second Amendment dated as of January 11, 2023, Third Amendment dated as of August 17, 2023 and Fourth Amendment dated as of December 29, 2023 (the “**Existing Credit Agreement**”).

2. The administrator of CDOR (as such term is defined in the Existing Credit Agreement) announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday June 28, 2024, and the Borrowers and the Lenders wish to transition to the use of Daily Compounded CORRA and Term CORRA for the replacement of CDOR and terminate the obligation of the Lenders to make or maintain Bankers’ Acceptances or BA Equivalent Advances (as such terms are defined in the Existing Credit Agreement).

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

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Existing Credit Agreement as amended hereby (the “**Amended Credit Agreement**”).

SECTION 2. Amendments to the Existing Credit Agreement. In accordance with Section 24.3 of the Existing Credit Agreement and effective as of the Fifth Amendment Effective Date, the parties hereto agree that the Existing Credit Agreement, including schedules and exhibits thereto, is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Amended Credit Agreement attached as Exhibit A hereto.

SECTION 3. Outstanding Bankers’ Acceptances and BA Equivalent Advances. Each party hereto acknowledges and agrees that as of the Fifth Amendment Effective Date, the Advances outstanding may include Bankers Acceptances and BA Equivalent Advances (as such terms are defined in the Existing Credit Agreement). Immediately following the maturity of any such Bankers Acceptances and BA Equivalent Advances that are each maturing after the Fifth Amendment Effective Date, such matured Bankers Acceptances and BA Equivalent Advances shall be converted to Canadian Rate Advances or Term CORRA Advances or Daily Compounded CORRA Advances as selected by the Canadian Borrower and, if no such selection is made, such matured Bankers Acceptances and BA Equivalent Advances shall be converted to Canadian Rate Advances. All relevant defined terms (or any applicable portions thereof) and all relevant provisions (or any applicable portions thereof) of the Existing Credit Agreement continue to apply to and govern any Bankers Acceptances and BA Equivalent Advances outstanding on the Fifth Amendment Effective Date until each such Advance is converted on their next maturity date.

SECTION 4. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, each Obligor represents and warrants to the other parties hereto on the Fifth Amendment Effective Date as follows:

(a) The execution, delivery and performance by each Obligor of this Amendment has been duly authorized by all necessary corporate or other organizational action by such Obligor. This Amendment and the Amended Credit Agreement constitute each Obligor's legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally, (ii) the fact that specific performance and injunctive relief may only be given in the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments.

(b) The representations and warranties of the Obligors set forth in Section 2.1 of the Amended Credit Agreement, subject to any revision or update to Schedules made pursuant to Section 14.1.2.8 or to be made in connection with any Permitted Acquisition as required by Section 14.1.2.8, and, except the representations and warranties set forth in Section 2.1.16 (which shall be read as if they referred to the most recent financial statements delivered by the Obligors to the Administrative Agent pursuant to Section 14.1.2) and Section 2.1.34 (which shall be read as if they referred to the Fifth Amendment Effective Date), are true and correct in all material respects on and as of the Fifth Amendment Effective Date (immediately after giving effect to this Amendment), except for representations and warranties (i) that are already qualified by materiality, which representations and warranties shall be true and correct after giving effect to such materiality qualifier; (ii) that are made as of specific date which shall be true and correct as of such specific date; and (iii) that relate to revisions to Schedules 2.1.10 (Real and Immoveable Property), 2.1.13 (Intellectual Property) or 2.1.23 (Corporate Chart and Subsidiaries) to reflect information relating to any Dispositions permitted by the Credit Agreement, the designations of Unrestricted Subsidiaries permitted by the Credit Agreement and any amalgamation, merger, wind-up or dissolution, which revisions shall be reflected in an update to the Schedules to be delivered within 30 days of the next fiscal quarter end, namely June 30, 2024.

(c) No Default or Event of Default has occurred and is continuing as of the Fifth Amendment Effective Date.

SECTION 5. Fifth Amendment Effective Date. This Amendment shall become effective as of the first date (the "**Fifth Amendment Effective Date**") on which each of the following conditions shall have been satisfied (or waived by the Required Lenders and the Administrative Agent):

(a) The Administrative Agent shall have received a counterpart signature page of this Amendment duly executed by each Obligor, the Administrative Agent and the Lenders constituting the Required Lenders.

(b) On and as of the Fifth Amendment Effective Date the representations and warranties of the Obligors set forth in SECTION 4 hereof shall be true and correct.

SECTION 6. Effect of Amendment.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or Agents under the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other provision of the Amended Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other Loan Document in similar or different circumstances.

(b) From and after the Fifth Amendment Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

(c) Each Obligor hereby (i) acknowledges that it has reviewed the terms and provisions of this Amendment, (ii) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party, (iii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, each grant of security made by such Obligor (or by any predecessor to it, as applicable) pursuant to the Security Documents) and confirms that such liens and security interests continue to secure its Obligations under the Loan Documents (including, for the avoidance of doubt, all Obligations, Obligations Secured and Guaranteed Obligations, each as defined in the applicable Loan Document), subject to the terms thereof, (iv) acknowledges and agrees that each Loan Document to which it is a party or otherwise bound shall continue and remain in full force and effect and all of its obligations thereunder shall be valid and enforceable and not be impaired or limited by the execution of this Amendment and (v) in the case of each Guarantor, ratifies and reaffirms its guarantee of the Obligations, Obligations Secured, and Guaranteed Obligations (each as defined in the applicable Loan Document) pursuant to its Guarantee.

(d) Each party hereto agrees and acknowledges that this Amendment constitutes all notices or requests required under Section 24.3 of the Existing Credit Agreement, and to the extent inconsistent with any requirement or provision thereof, hereby waives any such inconsistency in effecting the amendments, agreements and undertakings provided herein.

SECTION 7. Amendments; Severability. This Amendment may not be amended nor may any provision hereof be waived except pursuant to Section 10.01 of the Amended Credit Agreement. If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. GOVERNING LAW: The provisions of Sections 24.13, 24.14, 24.15 and 24.16 of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

SECTION 9. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

SECTION 10. Counterparts; Electronic Execution.

(a) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(b) The words “execution,” “signed,” “signature,” and words of like import in this Amendment and the Amended Credit Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Applicable Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Address:

100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

GFL ENVIRONMENTAL INC.
as Canadian Borrower

By: /s/ Patrick Dovigi
Patrick Dovigi
President and Chief Executive Officer

Signature Page to Fifth Amendment to GFL 7th ARCA

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

1877984 ONTARIO INC.
MID CANADA ENVIRONMENTAL SERVICES LTD.
GFL MARITIMES INC.
1248544 ONTARIO LTD.
2481638 ONTARIO INC.
2779572 ONTARIO INC.
2779573 ONTARIO INC.
2779574 ONTARIO INC.
2289587 ALBERTA ULC
ACCUWORX INC.
SMITHRITE EQUIPMENT PAINTING & REPAIR LTD.
2313159 ALBERTA ULC
2353961 ALBERTA ULC
2354010 ALBERTA ULC
TERRATEC ENVIRONMENTAL LTD.
GFL ENVIRONMENTAL SFS INC.
2406925 ALBERTA ULC
GFL UTILITY SERVICES INC.
GFL ENVIRONMENTAL SERVICES INC.
1000149403 ONTARIO INC.
GREENISLE ENVIRONMENTAL INC.
NORTH ROAD HOLDINGS LTD.
SUPERIOR SANITATION SERVICES LTD.
GFL RENEWABLES INC.
GFL ENVIRONMENTAL 2024 INC.
2518459 ONTARIO INC.
each as Guarantor

By: /s/ Patrick Dovigi
Patrick Dovigi
President

I have the authority to bind each of the above-listed corporations.

Signature Page to Fifth Amendment to GFL 7th ARCA

GFL ENVIRONMENTAL HOLDINGS (US), INC.
GFL HOLDCO (US), LLC
GFL ENVIRONMENTAL REAL PROPERTY, INC.
BALDWIN PONTIAC LLC
GFL NORTH MICHIGAN LANDFILL, LLC
GFL ENVIRONMENTAL SERVICES USA, INC.
GFL EARTH SERVICES, INC.
WRANGLER HOLDCO CORP.
WASTE INDUSTRIES USA, LLC
ETC OF GEORGIA, LLC
HAW RIVER LANDCO, LLC
L&L DISPOSAL, LLC
LAKEWAY LANDCO, LLC
LAKEWAY SANITATION & RECYCLING C&D, LLC
LAKEWAY SANITATION & RECYCLING MSW, LLC
LAURENS COUNTY LANDFILL, LLC
RED ROCK DISPOSAL, LLC
SAFEGUARD LANDFILL MANAGEMENT, LLC
SAMPSON COUNTY DISPOSAL, LLC
SOUTHEASTERN DISPOSAL, LLC
TRANSWASTE SERVICES, LLC
WAKE COUNTY DISPOSAL, LLC
WAKE RECLAMATION, LLC
WASTE INDUSTRIES ATLANTA, LLC
WASTE INDUSTRIES OF TENNESSEE, LLC
WASTE INDUSTRIES, LLC
WASTE SERVICES OF DECATUR, LLC
WI BURNT POPLAR TRANSFER, LLC
WI HIGH POINT LANDFILL, LLC
WI SHILOH LANDFILL, LLC
WILMINGTON LANDCO, LLC
SOIL SAFE, INC.
SOIL SAFE OF CALIFORNIA, INC.
GFL OF VIRGINIA, LLC
GFL SOUTHWEST VIRGINIA, LLC
J&E RECYCLING, LLC
GFL RECYCLING OF VIRGINIA, LLC
GFL (CW) HOLDCO, LLC
WEXFORD COUNTY LANDFILL, LLC
WEXFORD WATER TECHNOLOGIES, LLC
AMERICAN WASTE, INC.
HAZAR-BESTOS CORPORATION
NORTHERN A-1 INDUSTRIAL SERVICES, L.L.C.
EMA DEVELOPMENT, LLC
NORTHEASTERN ENVIRONMENTAL, LLC
SWD SPECIALTIES, LLC
NORTHEASTERN EXPLORATION, INC.
GFL SLIM JIM 2, LLC

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

Signature Page to Fifth Amendment to GFL 7th ARCA

GFL SLIM JIM 3, LLC
GFL SLIM JIM 4, LLC
WASTE CORPORATION OF MISSOURI, LLC
GFL SOLID WASTE MIDWEST LLC
WCA WASTE CORPORATION
WCA WASTE SYSTEMS, INC.
WASTE CORPORATION OF ARKANSAS, LLC
WASTE CORPORATION OF KANSAS, LLC
WASTE CORPORATION OF TENNESSEE, LLC
WCA – KANSAS CITY TRANSFER, LLC
WCA MANAGEMENT GENERAL, INC.
WCA MANAGEMENT LIMITED, INC.
WCA OF ALABAMA, L.L.C.
WCA OF CENTRAL FLORIDA, INC.
WCA OF OKLAHOMA, LLC
WCA TEXAS MANAGEMENT GENERAL, INC.
JONES SANITATION, L.L.C.
GFL EVERGLADES HOLDINGS LLC
GFL SOLID WASTE SOUTHEAST LLC
RENEWABLE ENERGY - EAGLE POINT, LLC
MONTGOMERY TRANSFER STATION, LLC
OPELIKA TRANSFER STATION, LLC
COBB COUNTY TRANSFER STATION, LLC
GWINNETT TRANSFER STATION, LLC
SMYRNA TRANSFER STATION, LLC
EAGLE POINT LANDFILL, LLC
STONE’S THROW LANDFILL, LLC
WELCOME ALL TRANSFER STATION, LLC
GRACE DISPOSAL SYSTEMS, L.L.C.
GFL MUSKEGO LLC
EMERALD PARK LANDFILL, LLC
GLACIER RIDGE LANDFILL, LLC
HICKORY MEADOWS LANDFILL, LLC
MALLARD RIDGE LANDFILL, INC.
LAND & GAS RECLAMATION, INC.
SEVEN MILE CREEK LANDFILL, LLC
AMERICAN WASTE, LLC
N.E. LAND FILL, LLC
PAULS VALLEY LANDFILL, LLC
SOONER WASTE, L.L.C.
EAGLE BLUFF LANDFILL, INC.
TALLASSEE WASTE DISPOSAL CENTER, INC.
ARBOR HILLS LANDFILL, INC.
EAGLE RIDGE LANDFILL, LLC
ZION LANDFILL, INC.
GFL US 8, LLC
GFL WRANGLER HOLDCO US 2, INC.
GFL WRANGLER US 1, LLC
GFL WRANGLER US 2, LLC
GFL WRANGLER US 3, LLC
GFL WRANGLER US 4, LLC

Signature Page to Fifth Amendment to GFL 7th ARCA

GFL WRANGLER US 5, LLC
GFL WRANGLER US 6, LLC
OTIS ROAD LANDFILL, LLC
DAFTER SANITARY LANDFILL, INC.
PH LAND, LLC
ALABAMA DUMPSTER SERVICE, L.L.C.
ROCK 'N BAR D, LLC
GFL US 11, LLC
COULTER COMPANIES, INC.
CLINTON LANDFILL, INC.
PDC SERVICES, INC.
COULTER CONSTRUCTION COMPANY
AREA DISPOSAL SERVICE, INC.
TAZEWELL COUNTY LANDFILL, INC.
PEORIA CITY/COUNTY LANDFILL, INC.
HICKORY RIDGE LANDFILL, INC.
WOOD ISLAND WASTE MANAGEMENT, INC.
GFL (TEXAS) REAL PROPERTY LLC
GFL RECYCLING CENTER - NORTHEAST, LLC
GFL TRIPLE-S COMPOST, LLC
SUGAR LANDFILL, LP
CONROE LANDFILL, LP
GFL OF TEXAS, LP
GFL PLANT SERVICES LP
GFL SLIM JIM 5, L.P.
GFL US 7, L.P.
GFL WRANGLER US, L.P.
GFL US 9, L.P.
WASTE CORPORATION OF TEXAS, L.P.
FORT BEND REGIONAL LANDFILL, L.P.
RUFFINO HILLS TRANSFER STATION, L.P.
WCA MANAGEMENT COMPANY, LP
WCA GP LLC
GFL FLORIDA HOLDING COMPANY LLC
GFL BIRMINGHAM, LLC
GFL RENEWABLES LLC
BUNN BOX, LLC
BUNN EXCAVATING, INC.
HOOSIER LANDFILL, INC.
1877984 DELAWARE, LLC
FIELDING US REAL ESTATE CO LLC
CENTRAL MISSOURI RENEWABLE NATURAL GAS, LLC
GFL US 12, LLC
GFL US 13, LLC
each as Guarantor

By: /s/ Patrick Dovigi

Patrick Dovigi
President

Signature Page to Fifth Amendment to GFL 7th ARCA

BLACK CREEK RENEWABLE ENERGY, LLC

By: Waste Industries USA, LLC, its manager

By: /s/ Patrick Dovigi

Patrick Dovigi
President

BRENT RUN LANDFILL, INC.

By: /s/ Patrick Dovigi

Patrick Dovigi
Director

GFL ENVIRONMENTAL USA INC.

as US Borrower and Guarantor

By: /s/ Patrick Dovigi

Patrick Dovigi
President

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

Signature Page to Fifth Amendment to GFL 7th ARCA

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

TOTTENHAM AIRFIELD CORPORATION INC.
MOUNT ALBERT PIT INC.
each as Guarantor

By: /s/ John Bailey

John Bailey

President and Secretary

I have the authority to bind each of the above-listed corporations.

Signature Page to Fifth Amendment to GFL 7th ARCA

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

NORTH ANDREWS EMPLOYMENT PARK, LLC
SOUTH ANDREWS EMPLOYMENT PARK, LLC
each as Guarantor

Attention: Chief Executive Officer

Telecopier: 416-673-9380

By: /s/ Patrick Dovigi

Patrick Dovigi
Manager

Signature Page to Fifth Amendment to GFL 7th ARCA

BANK OF MONTREAL
as Administrative Agent

By /s/ Sean Gallaway

Name: Sean Gallaway

Title: Managing Director

Signature Page to Fifth Amendment to GFL 7th ARCA

BANK OF MONTREAL

as a Lender, Swingline Lender, and Issuing Bank

By /s/ Sean Gallaway

Name: Sean Gallaway

Title: Managing Director

Signature Page to Fifth Amendment to GFL 7th ARCA

BANK OF MONTREAL, CHICAGO BRANCH
as a Lender

By _____

Name:

Title:

/s/ Jonathan Sarmini

Name: Jonathan Sarmini

Title: Vice President

Signature Page to Fifth Amendment to GFL 7th ARCA

THE BANK OF NOVA SCOTIA
as a Lender

By /s/ Anuj Dhawan

Name: Anuj Dhawan

Title: Managing Director

/s/ Andrew Pyor

Name: Andrew Pryor

Title: Associate Director

Signature Page to Fifth Amendment to GFL 7th ARCA

NATIONAL BANK OF CANADA
as a Lender

By /s/ Jamie Davis

Name: Jamie Davis

Title: Managing Director

/s/ David Torrey

Name: David Torrey

Title: Managing Director & Head

Signature Page to Fifth Amendment to GFL 7th ARCA

CANADIAN IMPERIAL BANK OF COMMERCE
as a Lender

By /s/ Martin Danaj

Name: Martin Danaj

Title: Executive Director

/s/ Stephen Redding

Name: Stephen Redding

Title: Managing Director

Signature Page to Fifth Amendment to GFL 7th ARCA

THE TORONTO-DOMINION BANK as a Lender

By /s/ Hassan Abbas

Name: Hassan Abbas

Title: Director

/s/ Shailender Chaudhary

Name: Shailender Chaudhary

Title: Director

Signature Page to Fifth Amendment to GFL 7th ARCA

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH
as a Lender

By /s/ Pallavi Jha

Name: Pallavi Jha

Title: Vice President

Name:

Title:

Signature Page to Fifth Amendment to GFL 7th ARCA

JPMORGAN CHASE BANK, N.A.,
as a Lender

By /s/ Anthony Galea

Name: Anthony Galea

Title: Managing Director

Name:

Title:

Signature Page to Fifth Amendment to GFL 7th ARCA

BARCLAYS BANK PLC
as a Lender

By /s/ Joseph Tauro

Name: Joseph Tauro

Title: Assistant Vice President

Signature Page to Fifth Amendment to GFL 7th ARCA

ROYAL BANK OF CANADA
as a Lender

By /s/ Chris Cowan

Name: Chris Cowan

Title: Authorized Signatory

Name:

Title:

Signature Page to Fifth Amendment to GFL 7th ARCA

GOLDMAN SACHS LENDING PARTNERS LLC
as a Lender

By /s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

Signature Page to Fifth Amendment to GFL 7th ARCA

ATB FINANCIAL
as a Lender

By /s/ Amish Patel

Name: Amish Patel

Title: Director

/s/ Davinder Jhutti

Name: Davinder Jhutti

Title: Associate Director

Signature Page to Fifth Amendment to GFL 7th ARCA

**FÉDÉRATION DES CAISSES
DESJARDINS DU QUÉBEC**

By /s/ David Sellitto

Name: David Sellitto

Title: Managing Director, Corporate Banking

/s/ Abdullah Ibrahim

Name: Abdullah Ibrahim

Title: Vice President, Corporate Banking

Signature Page to Fifth Amendment to GFL 7th ARCA

EXHIBIT A

SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT

dated as of September 27, 2021
as Amended by First Amending Agreement dated as of May 27, 2022
and Second Amending Agreement dated as of January 11, 2023
and Third Amending Agreement dated as of August 17, 2023
and Fourth Amending Agreement dated as of December 29, 2023
and Fifth Amending Agreement dated as of June 4, 2024

among

GFL ENVIRONMENTAL INC.

as Canadian Borrower

GFL ENVIRONMENTAL USA INC.

as US Borrower

CERTAIN AFFILIATES OF THE BORROWER

as Guarantors

BANK OF MONTREAL

as Administrative Agent

BMO CAPITAL MARKETS

as Co-Lead Arranger and Sole Bookrunner

**CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE
BANK OF NOVA SCOTIA, BARCLAYS BANK PLC, JP MORGAN CHASE BANK,
N.A., TORONTO BRANCH, THE TORONTO-DOMINION BANK**

as Co-Lead Arrangers and Co-Syndication Agents

**THE FINANCIAL INSTITUTIONS NAMED
ON THE SIGNATURE PAGES HEREOF**

as Lenders

CS\$1,205,000,000 Committed Revolving Operating Credit Facility
US\$25,000,000 Committed Revolving Operating Credit Facility
US\$50,000,000 Committed Revolving Operating Credit Facility
~~CS\$775,000,000 Delayed Draw Term Loan Credit Facility~~

TABLE OF CONTENTS

	PAGE
ARTICLE 1 INTERPRETATION	3
1.1 Definitions	3
1.2 Computation of Time Periods	72 <u>81</u>
1.3 Headings and Table of Contents	72 <u>81</u>
1.4 References	72 <u>81</u>
1.5 Singular and Plural; Gender	72 <u>81</u>
1.6 Applicable Accounting Principles	72 <u>82</u>
1.7 Pro Forma Calculations	73 <u>83</u>
1.8 Rateable Portion of Accommodations	76 <u>85</u>
1.9 Incorporation of Exhibits and Schedules	76 <u>86</u>
1.10 Amendment and Restatement	76 <u>86</u>
1.11 Quebec Interpretation Clause	77 <u>86</u>
1.12 Treatment of Subsidiaries Prior to Joinder	77 <u>87</u>
1.13 Currency	77 <u>87</u>
1.14 Authority of the Canadian Borrower	77 <u>87</u>
1.15 Limited Condition Transactions	78 <u>87</u>
<u>1.16 Rates</u>	<u>89</u>
ARTICLE 2 REPRESENTATIONS AND WARRANTIES	79<u>89</u>
2.1 Representations and Warranties	79 <u>89</u>
2.2 Survival of Representations and Warranties	88 <u>98</u>
ARTICLE 3 THE FACILITY A CREDIT	89<u>99</u>
3.1 Obligations of the Lenders and Use of Proceeds	89 <u>99</u>
3.2 Direct Advances	90 <u>100</u> and Bankers' Acceptances
3.3 Letters of Credit	91 <u>101</u>
3.4 Notice Provisions	91 <u>101</u>
3.5 Pro Rata Treatment	92 <u>102</u>
3.6 Accounts kept by the Administrative Agent	92 <u>103</u>
3.7 Accounts kept by the Swingline Lender	92 <u>103</u>
3.8 Conversion Option	92 <u>103</u>
3.9 Swingline Loan	93 <u>103</u>
3.10 Increase of the Facility A Credit [Intentionally Deleted]	95 <u>105</u>
ARTICLE 4 TERMINATION OF THE FACILITY B CREDIT	95<u>105</u>
4.1 Termination of Facility B Credit	95 <u>105</u>
4.2 Facility B Letters of Credit	95 <u>105</u>
ARTICLE 5 THE FACILITY C CREDIT	95<u>106</u>
5.1 Obligations of the Lenders and Use of Proceeds	95 <u>106</u>
5.2 Direct Advances	96 <u>106</u>
5.3 Notice Provisions	97 <u>107</u>
5.4 Pro Rata Treatment	97 <u>108</u>
5.5 Accounts kept by the Administrative Agent	97 <u>108</u>
5.6 Conversion Option	98 <u>108</u>

ARTICLE 6 FACILITY D CREDIT	98<u>109</u>
6.1 Obligations of the Lenders and Use of Proceeds	98 <u>109</u>
6.2 Direct Advances	99 <u>109</u>
6.3 Notice Provisions	99 <u>110</u>
6.4 Pro Rata Treatment	100 <u>110</u>
6.5 Accounts kept by the Administrative Agent	100 <u>111</u>
6.6 Conversion Option	101 <u>111</u>
ARTICLE 7	<u>111</u>
TERMINATION OF THE FACILITY E CREDIT	104<u>111</u>
7.1 <u>Termination of Facility E Credit</u>	112 <u>112</u>
7.1 <u>Obligations of the Lenders and Use of Proceeds</u>	111 <u>111</u>
7.2 <u>Direct Advances and Bankers' Acceptances</u>	112 <u>112</u>
7.3 <u>Notice Provisions</u>	113 <u>113</u>
7.4 <u>Pro Rata Treatment</u>	113 <u>113</u>
7.5 <u>Accounts kept by the Administrative Agent</u>	114 <u>114</u>
7.6 <u>Conversion Option</u>	114 <u>114</u>
ARTICLE 8 REPAYMENT	104<u>114</u>
8.1 Mandatory Repayment of the Facility A Loan	104 <u>114</u>
8.2 Optional Repayments of Facility A Loan	104 <u>115</u>
8.3 Mandatory Repayment of the Facility C Loan	105 <u>116</u>
8.4 Optional Repayments of Facility C Loan	105 <u>116</u>
8.5 Mandatory Repayment of the Facility D Loan	106 <u>116</u>
8.6 Optional Repayments of Facility D Loan	106 <u>117</u>
8.7 <u>Mandatory Repayments of the Facility E Loan</u>	117 <u>117</u>
8.8 <u>Optional Repayments of the Facility E Loan</u>	118 <u>118</u>
8.9 <u>8.7</u> Requirements for Optional Repayments and Conversions and Rollovers of Loan	118 <u>118</u>
8.10 <u>8.8</u> Excess Advances under the Facility A Credit	120 <u>120</u>
8.11 <u>8.9</u> Calculation For Administrative Purposes	109 <u>120</u>
8.12 <u>8.10</u> Authority to Debit	120 <u>120</u>
8.13 <u>8.11</u> Sharing of Payments	121 <u>121</u>
8.14 <u>8.12</u> SOFR Loans – Rollovers and Deemed Conversions	121 <u>121</u>
<u>8.13</u> <u>Term CORRA Loans – Rollovers and Deemed Conversions</u>	<u>121</u>
<u>8.14</u> <u>Daily Compounded CORRA Loans – Rollovers and Deemed Conversions</u>	<u>122</u>
ARTICLE 9 INTEREST AND FEES	111<u>122</u>
9.1 Interest	111 <u>122</u>
9.2 Payment of Interest on <u>Daily Compounded CORRA Loan</u>	122 <u>122</u>
<u>9.3</u> <u>Payment of Interest on Term CORRA Loan</u>	<u>123</u>
<u>9.4</u> <u>Payment of Interest on SOFR Loan</u>	111 <u>123</u>
9.3 <u>9.5</u> Payment of Interest on Canadian Rate Loan (excluding the Swingline Loan in CDollars)	111 <u>123</u>
9.4 <u>9.6</u> Payment of Interest on the Swingline Loan in CDollars	111 <u>123</u>
9.5 <u>9.7</u> Payment of Interest on US Base Rate Loan (excluding the Swingline Loan in USDollars)	111 <u>124</u>
9.6 <u>9.8</u> Payment of Interest on the Swingline Loan in USDollars	112 <u>124</u>
9.7 <u>9.9</u> Payment of Interest on US Prime Rate Loan	112 <u>124</u>
9.8 <u>9.10</u> Selection of Interest Periods	112 <u>125</u>
9.9 <u>9.11</u> Default Interest	113 <u>126</u>
9.10 <u>9.12</u> Determination of Interest Rates	113 <u>126</u>

9.11	Acceptance Fee	127
9.12	9.13 Commitment Fees	127
9.13	9.14 Agency Fee	129
9.14	9.15 Other Fees	129

ARTICLE 10 ~~BANKERS' ACCEPTANCES~~ INTENTIONALLY DELETED **132**

10.1	Bankers' Acceptances	129
10.2	Payments at Maturity and Rollovers	130
10.3	BA Equivalent Advances	130
10.4	Purchase of Bankers' Acceptances	131
10.5	Power of Attorney	132

ARTICLE 11 LETTERS OF CREDIT **132**

11.1	Letter of Credit Commitment	132
11.2	Letter of Credit Participations	133
11.3	Repayment of Participants	133
11.4	Role of the Issuing Bank	134
11.5	Obligations of Each Lender Absolute	134
11.6	Reinstatement and Survival	134
11.7	Procedure for Issuance and Renewal of Letters of Credit	135
11.8	Reimbursement of the Issuing Bank	136
11.9	Commissions, Fees and Charges	137
11.10	Interest on Amounts Disbursed under Letters of Credit	138
11.11	Computation of Interest and Fees; Payment not on Business Days	138
11.12	Further Assurances	139
11.13	Nature of Obligations; Indemnities	139
11.14	Payments upon any Event of Default	141

ARTICLE 12 PAYMENTS, TAXES, EXPENSES AND INDEMNITY **141**

12.1	Payments to Administrative Agent	141
12.2	Payments to Swingline Lender	141
12.3	Payments by Lenders to Administrative Agent	142
12.4	Payments by Administrative Agent to Borrower	142
12.5	Distribution to Lenders and Application of Payments	142
12.6	Currency of Payment	142
12.7	Set-Off	143
12.8	Taxes	143
12.9	Application of Payments	143
12.10	Supplying Documents and Indemnity 134 ; <u>Compensation for Losses</u>	144
12.11	Non-Receipt by Administrative Agent	145
12.12	Survival of Indemnification Obligations	145
12.13	Erroneous Payments	146

ARTICLE 13 CONDITIONS OF LENDING **149**

13.1	Conditions Precedent to the Closing Date	149
13.2	Conditions Precedent to each Advance	151
13.3	Waiver	153

ARTICLE 14 COVENANTS **153**

14.1	Affirmative Covenants	153
------	-----------------------	-----

14.2	Financial Covenants and Cure Action	152 <u>165</u>
14.3	Negative Covenants	154 <u>167</u>
14.4	Insurance	167 <u>181</u>
ARTICLE 15 SECURITY DOCUMENTS		169<u>182</u>
15.1	Security Documents	169 <u>182</u>
15.2	Applicability of Security Documents	169 <u>183</u>
15.3	Security on Material Real Property	170 <u>183</u>
ARTICLE 16 DEFAULT AND REMEDIES		171<u>185</u>
16.1	Events of Default	171 <u>185</u>
16.2	Effect of a Default	174 <u>188</u>
16.3	Remedies Cumulative; No Waiver	175 <u>188</u>
16.4	Clean Up Period	175 <u>189</u>
ARTICLE 17 JUDGMENT CURRENCY		176<u>189</u>
17.1	Judgment Currency	176 <u>189</u>
ARTICLE 18 YIELD PROTECTION		176<u>190</u>
18.1	Increased Costs	176 <u>190</u>
18.2	Taxes	178 <u>191</u>
18.3	Mitigation Obligations: Replacement of Lenders	180 <u>193</u>
18.4	Illegality	181 <u>194</u>
18.5	Inability to Determine Rates (Bankers' Acceptances <u>SOFR</u>)	181 <u>201</u>
18.6	Benchmark Replacement Setting (CDOR Discontinuation)	195
18.7	Inability to Determine Rates (SOFR)	201
18.8 <u>18.6</u>	Effect of <u>US\$</u> Benchmark Transition Event	188 <u>202</u>
<u>18.7</u>	<u>Inability to Determine Rates (Term CORRA or Daily Compounded CORRA)</u>	<u>203</u>
<u>18.8</u>	<u>C\$ Benchmark Replacement Setting</u>	<u>205</u>
ARTICLE 19 RIGHT OF SETOFF		190<u>207</u>
19.1	Right of Setoff	190 <u>207</u>
19.2	Sharing of Payments by Lenders	190 <u>207</u>
ARTICLE 20 ADMINISTRATIVE AGENT'S CLAWBACK		191<u>208</u>
20.1	Funding by Lenders; Presumption by Administrative Agent	191 <u>208</u>
20.2	Payments by Borrower; Presumptions by Administrative Agent	192 <u>208</u>
ARTICLE 21 AGENCY		192<u>209</u>
21.1	Appointment and Authority	192 <u>209</u>
21.2	Rights as a Lender	192 <u>209</u>
21.3	Exculpatory Provisions	193 <u>209</u>
21.4	Reliance by Administrative Agent	194 <u>210</u>
21.5	Indemnification of Administrative Agent	194 <u>211</u>
21.6	Delegation of Duties	194 <u>211</u>
21.7	Replacement of Administrative Agent	194 <u>211</u>
21.8	Non-Reliance on Administrative Agent and Other Lenders	196 <u>212</u>
21.9	Collective Action of the Lenders	196 <u>213</u>
21.10	No Other Duties. Etc.	196 <u>213</u>

ARTICLE 22 EXPENSES, INDEMNITY, DAMAGE WAIVER	197<u>213</u>
22.1 Costs and Expenses	197 <u>213</u>
22.2 Indemnification by the Canadian Borrower	197 <u>214</u>
22.3 Reimbursement by Lenders	198 <u>214</u>
22.4 Waiver of Consequential Damages, Etc.	198 <u>215</u>
22.5 Payments	198 <u>215</u>
ARTICLE 23 SUCCESSORS AND ASSIGNS, RELATED PARTY LENDERS	198<u>215</u>
23.1 Successors and Assigns Generally	198 <u>215</u>
23.2 Assignments by Lenders	199 <u>215</u>
23.3 Register	201 <u>217</u>
23.4 Participations	201 <u>218</u>
23.5 Limitations upon Participant Rights	201 <u>218</u>
23.6 Certain Pledges	202 <u>218</u>
23.7 Related Party Lenders and Former Lenders	202 <u>218</u>
ARTICLE 24 MISCELLANEOUS	203<u>220</u>
24.1 Deliveries, Etc.	203 <u>220</u>
24.2 Amendments to Article 21	203 <u>220</u>
24.3 Decision-Making	204 <u>220</u>
24.4 Severability	207 <u>223</u>
24.5 Direct Obligation	207 <u>223</u>
24.6 Sharing of Information	207 <u>224</u>
24.7 Use of Credit	207 <u>224</u>
24.8 Term of Agreement	207 <u>224</u>
24.9 Further Assurances	208 <u>224</u>
24.10 Notices Generally	208 <u>224</u>
24.11 Electronic Communications	208 <u>225</u>
24.12 Change of Address, Etc.	209 <u>225</u>
24.13 Governing Law	209 <u>225</u>
24.14 Submission to Jurisdiction	209 <u>226</u>
24.15 Waiver of Venue	209 <u>226</u>
24.16 Waiver of Jury Trial	209 <u>226</u>
24.17 Counterparts, Integration, Effectiveness	210 <u>226</u>
24.18 Electronic Execution of Assignments	210 <u>227</u>
24.19 Confidentiality	210 <u>227</u>
24.20 Quebec English Language Clause	211 <u>228</u>
24.21 Appointment of Hypothecary Representative for Quebec Security	212 <u>228</u>
24.22 Confirmation of Security	212 <u>229</u>
24.23 Whole Agreement and Paramountcy	212 <u>229</u>
24.24 No Advisory or Fiduciary Duty	213 <u>229</u>
24.25 Acknowledgement and Consent to Bail-In of Affected Financial Institutions	213 <u>230</u>
24.26 PATRIOT Act Notice	214 <u>231</u>

SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT DATED AS OF SEPTEMBER 27, 2021 as amended by First Amending Agreement dated as of May 27, 2022, Second Amending Agreement dated as of January 11, 2023, Third Amending Agreement dated as of August 17, 2023, Fourth Amending Agreement dated as of December 29, 2023 and Fifth Amending Agreement dated as of June 4, 2024

AMONG: **GFL ENVIRONMENTAL INC.**, a corporation amalgamated and existing under the laws of Ontario
(hereinafter defined as the “**Canadian Borrower**”)

AND: **GFL ENVIRONMENTAL USA INC.**, a corporation existing under the laws of Delaware
(hereinafter defined as the “**US Borrower**”)

AND: **EACH OF THE GUARANTORS IDENTIFIED ON SCHEDULE ~~1.1.194~~ 1.1.185**
(hereinafter defined as the “**Guarantors**”)

AND: **EACH OF THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES HEREOF**
(hereinafter defined individually as a “**Lender**” and collectively as the “**Lenders**”)

AND: **BANK OF MONTREAL**
(hereinafter defined as the “**Administrative Agent**”)

WHEREAS the Lenders have made credit facilities available to the Canadian Borrower (or its predecessor corporations, as applicable) on the terms and conditions set out in a credit agreement dated as of June 18, 2013 among a predecessor of the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as amended by a first amending agreement dated as of April 16, 2014, a second amending agreement dated as of June 25, 2014, a third amending agreement dated as of September 30, 2014, a fourth amending agreement dated as of December 23, 2014 and a fifth amending agreement dated as of March 10th, 2015 as further amended and restated in its entirety by an amended and restated credit agreement dated as of March 24, 2015 and by a second amended and restated credit agreement dated as of February 1, 2016 among the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent as further amended by a first amending agreement dated as of February 22, 2016, as further amended and restated in its entirety by a third amended and restated credit agreement (the “**Third ARCA**”) dated as of September 30, 2016 among the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as amended by a first amending agreement dated as of October 2, 2017, a second amending agreement dated as of November 30, 2017 and a third amending agreement dated as of April 19, 2018, among the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent as further amended and restated in its entirety by a fourth amended and restated credit agreement (the “**Fourth ARCA**”) dated as of August 2, 2018 among the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as amended by a first amending agreement dated as of November 14, 2018, among the Canadian Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as further amended and restated in its entirety by a fifth amended and restated credit agreement (the “**Fifth ARCA**”) dated as of February 26, 2019 among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as amended by a first amending agreement dated as of September 28, 2020, among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as further amended and restated in its entirety by a sixth amended and restated credit agreement (the “**Sixth ARCA**”) dated as of November 24, 2020 among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent, as amended by a first amending agreement dated as of May 18, 2021, among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent (as so amended, the “**Original Credit Agreement**”) as further amended and restated by a Seventh Amended and Restated Credit Agreement dated as of September 27, 2021 among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent (the “**7th ARCA**”) as amended by a first amending agreement dated as of May 27, 2022 (the “**First Amending Agreement**”), a second amending agreement dated as of January 11, 2023 (the “**Second Amending Agreement**”), a third amending agreement dated as of August 17, 2023 (the “**Third Amending Agreement**”), ~~and~~ a fourth amending agreement dated as of December 29, 2023 (the “**Fourth Amending Agreement**”) and a fifth amending agreement dated as of June 4, 2024 (the “**Fifth Amending Agreement**”) among the Canadian Borrower, US Borrower, the Lenders, certain affiliates (or their respective predecessor corporations, as applicable) of the Canadian Borrower, as Guarantors, and the Administrative Agent (the **7th ARCA** as so amended, the “**Agreement**”);

~~**AND WHEREAS** the Canadian Borrower has delivered an Accordion Notice to increase the Facility A Credit and the Lenders have agreed to increase the Facility A Commitment by C\$300,000,000 pursuant to the Accordion Notice (as such term is defined in the **7th ARCA**) subject to the amendments set forth in the First Amending Agreement;~~

~~**AND WHEREAS** the Canadian Borrower has requested an increase of the Facility E Credit by C\$275,000,000 and an extension of the Facility E Availability Period and the Lenders have agreed to increase the Facility E Credit subject to the amendments set forth in the Second Amending Agreement;~~

~~AND WHEREAS the Canadian Borrower has requested an increase to the maximum Letter of Credit Exposure under the Facility A Credit together with certain other amendments and the Lenders have agreed to such increase and amendments subject to the amendments set forth in the Fourth Amending Agreement;~~

AND WHEREAS the Facility E Credit has been repaid and availability under Facility E Credit has been permanently reduced to zero;

AND WHEREAS the administrator of CDOR (as such term is defined in the Agreement) announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday June 28, 2024, and the Borrowers and the Lenders wish to transition to the use of Daily Compounded CORRA and Term CORRA for the replacement of CDOR and terminate the obligation of the Lenders to make or maintain Bankers' Acceptances or BA Equivalent Advances (as such terms are defined in the Agreement);

THEREFORE, IN CONSIDERATION OF THE PREMISES, THE MUTUAL COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject matter or the context otherwise is inconsistent therewith:

~~1.1.1 “Acceptance” means the acceptance by a Lender of any Bankers’ Acceptance pursuant to Section 10.1 and a BA Equivalent Advance pursuant to Section 10.3, including by way of Conversion Advances pursuant to Sections 3.8 or Rollover Advances pursuant to Section 10.2.~~

~~1.1.2 “Acceptance Fee” means the fee payable at the time of the Acceptance of any Bankers’ Acceptance established by multiplying the face amount of such Bankers’ Acceptance by the Applicable Margin at the time of Acceptance and by multiplying the product so obtained by a fraction having a numerator equal to the number of days in the term of such Bankers’ Acceptance and a denominator of 365 (or 366 in a leap year).~~

1.1.1 ~~1.1.3~~ “**Accordion Notice**” shall have the meaning ascribed to such term in the 7th ARCA.

1.1.2 ~~1.1.4~~ “**Acquisition**” shall have the meaning ascribed to such term in Section 14.3.10.

1.1.3 ~~1.1.5~~ **“Acquisition Consideration”** means, in connection with any Acquisition, the aggregate amount (as valued at the fair market value of such acquisition at the time such acquisition) of, without duplication: (a) the purchase consideration paid or payable for such acquisition, whether payable at or prior to the consummation of such acquisition or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency, and including any and all payments representing the purchase price and any assumptions of Indebtedness and/or Guarantees, earn-outs and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business and (b) the aggregate amount of Indebtedness assumed in connection with such acquisition or Disposition; provided, in each case, that any such future payment that is subject to a contingency shall be considered Acquisition Consideration only to the extent of the reserve, if any, required under GAAP (as determined at the time of the consummation of such acquisition or Disposition) to be established in respect thereof by the Borrower or its Restricted Subsidiaries.

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

1.1.5 ~~1.1.6~~ **“Adjusted EBITDA”** means, with respect to the Canadian Borrower for any period, the Consolidated Net Income of the Canadian Borrower for such period:

1.1.5.1 ~~1.1.6.1~~ increased by (without duplication, and as determined in accordance with GAAP to the extent applicable):

1.1.5.1.1 ~~1.1.6.1.1~~ solely to the extent such amounts were deducted in computing Consolidated Net Income provision for Taxes based on income or profits or capital, plus state, provincial, franchise, property or similar taxes and foreign withholding taxes and foreign unreimbursed value added taxes, of such Person for such period (including, in each case, penalties and interest related to such taxes or arising from tax examinations) deducted in computing Consolidated Net Income; plus

1.1.5.1.2

~~1.1.6.1.2~~(A) total interest expense of such Person (other than interest expense attributable to the amortizing note portion of any TEUs or attributable to any Other Leases not included in the calculation of Total Net Funded Debt) and, to the extent not reflected in such total interest expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, and (B) bank fees and costs owed with respect to letters of credit, bankers acceptances and surety bonds, in each case under this clause (B), in connection with financing activities and, in each case under clauses (A) and (B), to the extent the same were deducted in computing Consolidated Net Income; plus

1.1.5.1.3

~~1.1.6.1.3~~Consolidated Depreciation and Amortization Expense of such Person for such period to the extent such expenses were deducted in computing Consolidated Net Income; plus

1.1.5.1.4

~~1.1.6.1.4~~any (A) Transaction Expenses and (B) (I) reasonable fees, costs, expenses or charges incurred in connection with (x) any issuance or offering of Equity Interests, investment permitted pursuant to Section 14.3.15, acquisition (including any one-time costs incurred in connection with any Permitted Acquisition or any other investment permitted hereunder after the Closing Date), non-ordinary course Disposition (including pursuant to a Permitted Receivables Facility), recapitalization or the issuance, incurrence, redemption, exchange or repayment of Indebtedness (including, with respect to Indebtedness, a refinancing thereof), including any costs and expenses relating to any registration statement, or registered exchange offer, in respect of any Indebtedness permitted hereunder, (y) any amendment, waiver, consent or modification to any documentation governing the terms of any transaction described in the immediately preceding subclause (x) or (z) any amendment, waiver, consent or modification to any Loan Document or any other document governing any Indebtedness, in each case under subclauses (x), (y) and (z), whether or not such transaction or amendment, waiver, consent or modification is successful and (II) fees, costs, expenses and charges to the extent payable or reimbursable by third parties, pursuant to indemnification provisions, in each case in this Section ~~1.1.6.1.4~~ 1.1.5.1.4 to the extent deducted in computing Consolidated Net Income; plus

- 1.1.5.1.5 ~~1.1.6.1.5~~ to the extent deducted in calculating Consolidated Net Income, (A) any non-recurring charges, losses or expenses related to signing, retention, relocation, recruiting or completion bonuses or recruiting costs, severance costs, transition costs, curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities), pre-opening, opening, closing and consolidation costs and expenses with respect to any facilities, facility start-up costs, (B) costs and expenses relating to implementation of operational and reporting systems and technology initiatives, as determined by an accounting or consulting firm acceptable to the Administrative Agent, acting reasonably, (C) costs incurred in connection with product and intellectual property development and new systems design, as determined by an accounting or consulting firm acceptable to the Administrative Agent, acting reasonably, (D) project start-up costs, integration and systems establishment costs, business optimization expenses or costs (including costs and expenses relating to intellectual property restructurings), as determined by an accounting or consulting firm acceptable to the Administrative Agent, acting reasonably and (E) non-recurring cash restructuring charges, expenses and reserves; plus
- 1.1.5.1.6 ~~1.1.6.1.6~~ accretion of asset retirement obligations; plus
- 1.1.5.1.7 ~~1.1.6.1.7~~ any other non-cash charges, expenses, losses or items, including any write offs or write downs, reducing such Consolidated Net Income for such period approved by the Administrative Agent, acting reasonably (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (1) the Canadian Borrower may determine not to add back such non-cash charge in the current period and (2) to the extent the Canadian Borrower does decide to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Adjusted EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus
- 1.1.5.1.8 ~~1.1.6.1.8~~ the amount of any minority interest expense or non-controlling interest consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Subsidiary deducted in calculating Consolidated Net Income; plus

1.1.5.1.9

~~1.1.6.1.9~~ the amount of “run rate” cost savings, operating expense reductions and synergies related to any restructurings, cost savings initiatives and other initiatives after the Closing Date (without duplication of any amounts added back pursuant to the provisions of this Section ~~1.1.6~~ 1.1.4 related to *pro forma* calculations in connection with a Specified Transaction or entry into an Municipal Waste Contract or Put-or-Pay Agreement) and projected by the Canadian Borrower in good faith to result from actions taken or committed to be taken no later than twenty-four (24) months after the end of such period (which “run rate” cost savings, operating expense reductions and synergies shall be calculated on a *pro forma* basis as though such “run rate” cost savings, operating expense reductions and synergies had been realized on the first day of the period for which Adjusted EBITDA is being determined and realized during the entirety of such period and each subsequent period through the period ending on the last day of the fifth fiscal quarter commencing after the end of the fiscal quarter in which such *pro forma* adjustment was originally made, and without duplication of any *pro forma* adjustment for any such subsequent period that would otherwise be permitted under this Section ~~1.1.6.1.9~~ 1.1.5.1.9 with respect to the same cost savings, operating expense reductions and synergies), net of the amount of actual benefits realized during such period from such actions; provided that such “run rate” cost savings, operating expense reductions and synergies are reasonably identifiable and factually supportable (in the good faith determination of the Canadian Borrower) (it being understood that *pro forma* adjustments need not be prepared in compliance with Regulation S-X; provided that any such add-backs that are not in compliance with Regulation S-X shall not, when aggregated with any add-backs to Adjusted EBITDA for any “run rate” cost savings operating expense reductions or synergies pursuant to the provisions of this Section ~~1.1.6~~ 1.1.4 relating to *pro forma* calculations, exceed 20% of Adjusted EBITDA for the applicable four-quarter period (calculated prior to giving effect to any such add-backs)); plus

1.1.5.1.10

~~1.1.6.1.10~~ to the extent reducing such Consolidated Net Income, any costs or expenses incurred by the Canadian Borrower or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Canadian Borrower or net cash proceeds of issuance of Equity Interests of the Canadian Borrower (other than Disqualified Equity Interests), in each case, solely to the extent that such cash proceeds are excluded from the calculation of the Available Amount (as such term is defined in the Term Loan Agreement) and have not been designated as an Excluded Contribution; plus

- 1.1.5.1.11 ~~1.1.6.1.11~~ to the extent deducted in calculating Adjusted EBITDA, Specified Legal Expenses in an amount not to exceed C\$10,000,000 for the applicable four quarter period; plus
- 1.1.5.1.12 ~~1.1.6.1.12~~ accruals and reserves that are established or adjusted within 12 months after the closing of any acquisition that are so required as a result of such acquisition in accordance with GAAP, or changes as a result of the adoption or modification of accounting policies, whether effected through a cumulative effect adjustment, restatement or a retroactive application; and
- 1.1.5.2 ~~1.1.6.2~~ decreased by (without duplication, and as determined in accordance with GAAP to the extent applicable) any non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating Adjusted EBITDA in accordance with this definition).
- 1.1.6 ~~“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.~~
- 1.1.7 **“Adjusted Term SOFR”** means with respect to any tenor, the per annum rate equal to the sum of (i) Term SOFR, plus (ii) 0.10% (10.0 basis points); provided that if Adjusted Term SOFR shall be less than 1.0% per annum, Adjusted Term SOFR shall be deemed to be 1.0% per annum.
- 1.1.8 **“Administrative Agent”** means BMO or the administrative agent in office at such time pursuant to Section 21.1.
- 1.1.9 **“Administrative Questionnaire”** means an Administrative Questionnaire in a form supplied by the Administrative Agent.
- 1.1.10 **“Advance”** means a Facility A Advance (including a Swingline Advance), a Facility C Advance, ~~a Facility D Advance~~ or a Facility ~~E~~ D Advance.

- 1.1.11 **“Affected Financial Institution”** means (a) any EEA Financial Institution or (b) any UK Financial Institution.
- 1.1.12 **“Affiliate”** – means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.
- 1.1.13 **“Affiliated Debt Fund”** means any Affiliate of any Equity Sponsor (other than a natural person) that is a bona fide debt fund, proprietary trading desk, investment vehicle or other similar business or entity organized for the purpose of arranging, syndicating, investing in, trading or managing debt obligations that is either primarily engaged in, or advises funds, entities or other investment vehicles that are engaged in, arranging, syndicating, making, purchasing, holding or otherwise investing in loans, bonds and similar extensions of credit or securities in the ordinary course, but only to the extent that no personnel involved with the investment in any equity fund which has a direct or indirect equity investment in the Canadian Borrower or any of its Subsidiaries makes (or has the right to make or participate with others in making) investment decisions on such Affiliate’s behalf.
- 1.1.14 **“Affiliated Lender”** means, at any time, any Affiliate of the Canadian Borrower or any Equity Sponsor (other than (a) a natural Person, (b) the Canadian Borrower or any of its Subsidiaries, and (c) any Affiliated Debt Fund) that is a Lender under this Agreement.
- 1.1.15 **“Affiliated Lender Cap”** has the meaning specified in Section 23.7.1.
- 1.1.16 **“Agreement”** means this credit agreement, including the schedules hereto, as amended, supplemented, varied, restated, amended and restated, renewed or replaced at any time and from time to time.
- 1.1.17 **“AML Legislation”** has the meaning specified in Section ~~14.1.6~~14.1.16.
- 1.1.18 **“Applicable Accounting Principles”** means GAAP, as the same may be changed, modified or replaced in accordance with Section 1.6, including to the extent applicable, IFRS or US GAAP to the extent adopted by the Canadian Borrower as the same may be changed, modified or replaced in accordance with Section 1.6.
- 1.1.19 **“Applicable Law”** means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.
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1.1.20 “**Applicable Lending Office**” means, with respect to any Lender, the office or branch in Canada of such Lender specified as its “Applicable Lending Office” from time to time to the Administrative Agent by such Lender (with a copy to the Canadian Borrower), and means, with respect to any Eligible Assignee of all or any part of, or any interest in, any Lender’s rights and obligations hereunder, the office of such Eligible Assignee located at its address selected in Canada and specified as its “Applicable Lending Office” to the Administrative Agent (with a copy to the Canadian Borrower) from time to time by such assignee.

1.1.21 “**Applicable Margin**” means, with respect to any Advance and the standby fees, from one Pricing Date to the next, the rates per annum determined in accordance with the table below. For purposes hereof, the term “**Pricing Date**” means, for any fiscal quarter of the Canadian Borrower ending on or after the Closing Date, the third Business Day after receipt by the Administrative Agent of the financial statements and Compliance Certificate for such fiscal quarter pursuant to Section 14.1.2.2.3 hereof. The Applicable Margin shall be established on a Pricing Date based on the Leverage Ratio as of the end of the most recently completed fiscal quarter or Fiscal Year, as applicable, and the Applicable Margin established on a Pricing Date shall remain in effect until the next Pricing Date. If the Canadian Borrower has not delivered its financial statements and Compliance Certificate by the date such financial statements and Compliance Certificate are required to be delivered under Section 14.1.2.2.3 hereof (the “**Required Delivery Date**”), until such financial statements and Compliance Certificate are delivered, the Applicable Margin shall, on the first day after the latest date by which the Borrower was so required to provide such financial statements and Compliance Certificate, be set at the highest Applicable Margin (*i.e.*, Level V shall apply). Each determination of the Applicable Margin made by the Administrative Agent in accordance with the foregoing shall be conclusive and binding on the Borrower and the Lenders if reasonably determined. Notwithstanding anything else in this definition, for the purpose of determining the Applicable Margin until the delivery of unaudited financial statements and a Compliance Certificate in respect of the fiscal quarter ending on September 30, 2021, the Leverage Ratio shall be deemed to be at Level III. ~~For greater certainty, there shall be no adjustments to the Applicable Margin in respect of Bankers’ Acceptances and BA Equivalent Advances that are outstanding on a Pricing Date and the adjustment shall apply in respect of such outstanding Bankers’ Acceptances and BA Equivalent Advances on the next Rollover Date.~~

Level	Leverage Ratio	Bankers' Acceptance/BA Equivalent Advance <u>Adjusted Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Term SOFR Rate and Letter of Credit Fee Rate (bps)</u>	Canadian Rate/US Prime Rate /US Base Rate (bps)	Commitment Fee Rate for commitment fees payable pursuant to \$9.12 <u>\$9.13</u> (bps)
Level I	<4.0x	150.0	50.0	22.5
Level II	≥4.0x to <4.75x	175.0	75.0	25.0
Level III	≥4.75x to <5.25x	200.0	100.0	37.5
Level IV	≥5.25x	225.0	125.0	45.0

- 1.1.22 “**Applicable Percentage**” means, with respect to any Lender, the percentage of the total Commitments represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be the percentage of the total outstanding Loans and participations in respect of Letters of Credit represented by such Lender’s outstanding Loans and participations in respect of Letters of Credit.
- 1.1.23 “**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.
- 1.1.24 “**Arm’s Length**” has the meaning ascribed thereto for the purposes of the *Income Tax Act* (Canada), as in effect as of the date of this Agreement.
- 1.1.25 “**Assets**” of a Person means all present and future property, rights and assets, real and personal, movable and immovable, tangible and intangible of such Person of whatever nature and wheresoever situated and, where the context requires, any part thereof.
- 1.1.26 “**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of **Schedule 23.1** or any other form approved by the Administrative Agent.
- 1.1.27 “**Auditors**” means a national firm of chartered accountants of recognized standing which acts as the auditors of the Canadian Borrower and its Subsidiaries.

- ~~1.1.28~~ ~~“Available Tenor” means (except for the purposes of Section 18.6), as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then removed from the definition of “Interest Period” pursuant to Section 18.8.~~
- ~~1.1.29~~ ~~“BA Equivalent Advance” means an Advance contemplated as such in Section 10.3.~~
- ~~1.1.30~~ ~~“BA Equivalent Interest Period” shall have the meaning ascribed to such term in Section 10.3.~~
- 1.1.28 “Available Tenor” means the C\$ Available Tenor or the US\$ Available Tenor, as applicable.
- 1.1.29 ~~1.1.31~~ **“Bail-In Action”** means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.
- 1.1.30 ~~1.1.32~~ **“Bail-In Legislation”** means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule, or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation, or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms, or other financial institutions or their affiliates (other than through liquidation, administration, or other insolvency proceedings).
- 1.1.31 ~~1.1.33~~ **“Bank Product”** means (i) the MasterCard credit card facility and Cash Management Services which BMO or any of its Affiliates may extend from time to time to the Canadian Borrower and/or any other Obligor; and (ii) any of the following products, services or facilities extended from time to time to the Canadian Borrower or any other Obligor by a Lender, a Former Lender or any of its Affiliates provided a prior written notice of such other products, services or facilities is sent to the Administrative Agent: (a) commercial credit card and merchant card services; and (b) other banking products or services (including Cash Management Services and Sweep to Loan Arrangements) as may be requested by any member of the Group.
- 1.1.32 ~~1.1.34~~ **“Bank Product Debt”** means Indebtedness and other obligations of the Obligors or any one or more of them relating to Bank Products.

1.1.35 **“Bankers’ Acceptance”** means a non-interest bearing draft drawn by the Canadian Borrower in CDollars in the form of either a depository bill subject to the *Depository Bills and Notes Act* (Canada) (the “**DBNA**”) or a non-interest bearing bill of exchange, as defined in the *Bills of Exchange Act* (Canada), in either case issued by the Canadian Borrower and which has been accepted by a Lender and, if applicable, purchased by a Lender at the request of the Canadian Borrower pursuant to Section 10.4.

1.1.33 **“Banking Day”** means a day, other than a Saturday or a Sunday, on which banking institutions in Toronto, Canada, Montreal, Canada, Calgary Canada and New York, U.S.A. are generally open for business provided that, in connection with any determination of Daily Compounded CORRA or Term CORRA, **“Banking Day”** means a day, other than a Saturday or Sunday, on which Schedule I banks are not authorized or required to close in Toronto, Ontario or Calgary, Alberta.

1.1.34 **“Base Rate Loans”** shall have the same meaning as US Base Rate Loans.

1.1.35 **“BMO”** means Bank of Montreal and its successors and permitted assigns.

1.1.36 **“Borrower”** means (i) with respect to the Facility A Credit, the Canadian Borrower, (ii) with respect to the Facility C Credit and the Facility D Credit, the US Borrower, and (iii) in each case includes any of the relevant Borrower’s successors and permitted assigns.

1.1.37 **“Borrowing”** means a utilization by the Borrower of the Credit by way of Advances from the Lenders.

1.1.38 **“Business Day”** means any Banking Day and, if the applicable Business Day relates to the advance or continuation of, or conversion into, or payment of a SOFR Loan, any day (other than a Saturday or a Sunday) on which banks are generally open for business in Toronto, Ontario, Calgary, Alberta and New York, New York and which banks are dealing in U.S. Dollar deposits in the London interbank market in New York, New York and which is a US Government Securities Business Day, and, when used in respect of US Base Rate Loans, shall mean any day (other than a Saturday or a Sunday) on which banks generally are open for business in Toronto, Ontario, Montreal, Quebec, Calgary, Alberta and New York, New York.

1.1.39 **“C\$ Available Tenor”** means, as of any date of determination and with respect to the then-current C\$ Benchmark, as applicable, (x) if such C\$ Benchmark is a term rate, any tenor for such C\$ Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such C\$ Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such C\$ Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such C\$ Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 18.8.4.

- 1.1.38 **Benchmark** means (except for the purposes of Section 18.6), initially, the Term SOFR Reference Rate; **C\$ Benchmark** means, initially, Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as the case may be; provided that if a C\$ Benchmark Transition Event has occurred with respect to ~~the~~ Adjusted Term SOFR CORRA Reference Rate, Adjusted Daily Compounded CORRA, or the then-current C\$ Benchmark, then **C\$ Benchmark** means the applicable C\$ Benchmark Replacement to the extent that such C\$ Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 18.8.
- 1.1.40
- 1.1.41 **C\$ Benchmark Replacement** means (except for the purposes of Section 18.6), ~~either of the following to the extent selected by the Administrative Agent in its unilateral discretion;~~ with respect to any C\$ Benchmark Transition Event,
- 1.1.41.1 where a C\$ Benchmark Transition Event has occurred with respect to Adjusted Term CORRA, Adjusted Daily Compounded CORRA; and
- 1.1.39.1 ~~the sum of: (i) Daily Simple SOFR; and (ii) 0.10% (10.0 basis points); or~~
- 1.1.41.2 where a C\$ Benchmark Transition Event has occurred with respect to a C\$ Benchmark other than Adjusted Term CORRA, the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the C\$ Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current C\$ Benchmark for ~~Dollar-denominated~~ CDollar-denominated syndicated credit facilities; and (ii) the related C\$ Benchmark Replacement Adjustment;
- ~~provided that if~~ If the C\$ Benchmark Replacement as determined pursuant to clause 1.1.39.1 or 1.1.39.2 (a) or (b) above would be less than ~~1.0%~~, the Floor, the C\$ Benchmark Replacement will be deemed to be ~~1.0%~~ the Floor for the purposes of this Agreement and the other Loan Documents.
- 1.1.42 **C\$ Benchmark Replacement Adjustment** means, with respect to any replacement of the then-current C\$ Benchmark with ~~an a Canadian~~ Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to: (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such C\$ Benchmark with the applicable Canadian Unadjusted Benchmark Replacement by the C\$ Relevant Governmental Body; or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such C\$ Benchmark with the applicable Canadian Unadjusted Benchmark Replacement for ~~Dollar-denominated~~ CDollar-denominated syndicated credit facilities at such time.

1.1.43 “**C\$ Benchmark Replacement Date**” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current C\$ Benchmark:

1.1.43.1 ~~1.1.41.1~~ in the case of clause ~~1.1.42.1 or 1.1.42.2~~ (a) or (b) of the definition of “C\$ Benchmark Transition Event”, ~~the later of:~~ (i) the date of the public statement or publication of information referenced therein; and (ii) the date on which the administrator of such C\$ Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all C\$ Available Tenors of such C\$ Benchmark (or such component thereof); or

1.1.43.2 ~~1.1.41.2~~ in the case of clause ~~1.1.42.3~~ (c) of the definition of “C\$ Benchmark Transition Event”, ~~the first date on which such~~ C\$ Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such C\$ Benchmark (or such component thereof) to be ~~no longer non-~~non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause ~~1.1.42.3~~ (c) and even if any C\$ Available Tenor of such C\$ Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “C\$ Benchmark Replacement Date” will be deemed to have occurred in the case of clause ~~1.1.41.1 or 1.1.41.2 above~~ (a) or (b) with respect to any C\$ Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current C\$ Available Tenors of such C\$ Benchmark (or the published component used in the calculation thereof).

1.1.44 “**C\$ Benchmark Replacement Conforming Changes**” means, with respect to the use or administration of a C\$ Benchmark or the use, administration, adoption or implementation of any C\$ Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Canadian Rate,” the definition of “Banking Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of Drawdown Notices or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 18.7 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

1.1.45 **1.1.42** “**C\$ Benchmark Transition Event**” means ~~(except for the purposes of Section 18.6)~~ the occurrence of one or more of the following events with respect to the then-current C\$ Benchmark:

1.1.45.1 ~~1.1.42.1~~a public statement or publication of information by or on behalf of the administrator of such C\$ Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all C\$ Available Tenors of such C\$ Benchmark (or such component thereof), permanently or indefinitely; ~~;~~ provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any C\$ Available Tenor of such C\$ Benchmark (or such component thereof);

1.1.45.2 ~~1.1.42.2~~a public statement or publication of information by the regulatory supervisor for the administrator of such C\$ Benchmark (or the published component used in the calculation thereof), the ~~Federal Reserve Board, the Federal Reserve~~ Bank of ~~New York~~Canada, an insolvency official with jurisdiction over the administrator for such C\$ Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such C\$ Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such C\$ Benchmark (or such component), which states that the administrator of such C\$ Benchmark (or such component) has ceased or will cease to provide all C\$ Available Tenors of such C\$ Benchmark (or such component thereof) permanently or indefinitely; ~~;~~ provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any C\$ Available Tenor of such C\$ Benchmark (or such component thereof); or

1.1.45.3 ~~1.1.42.3~~a public statement or publication of information by the regulatory supervisor for the administrator of such C\$ Benchmark (or the published component used in the calculation thereof) announcing that all C\$ Available Tenors of such C\$ Benchmark (or such component thereof) are ~~no longer~~not, or as of a specified future date will ~~no longer~~not be, representative.

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

- 1.1.46 “CS Benchmark Unavailability Period” means ~~the period (if any);~~ (a) beginning at the time that a CS Benchmark Replacement Date has occurred if, at such time, no CS Benchmark Replacement has replaced the then-current CS Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 18.8; and (b) ending at the time that a CS Benchmark Replacement has replaced the then-current CS Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 18.8.
- 1.1.44 “BMO” means ~~Bank of Montreal and its successors and permitted assigns.~~
- 1.1.45 “Borrower” means (i) with respect to the Facility A ~~Credit and the Facility E~~ Credit, the Canadian Borrower; (ii) with respect to the Facility C Credit and the Facility D Credit, the US Borrower; and (iii) in each case includes any of the relevant Borrower’s successors and permitted assigns.
- 1.1.46 “Borrowing” means a utilization by the Borrower of the Credit by way of Advances from the Lenders.
- 1.1.47 “Business Day” means ~~any Banking Day and, if the applicable Business Day relates to the advance or continuation of, or conversion into, or payment of a SOFR Loan, any day (other than a Saturday or a Sunday) on which banks are generally open for business in Toronto, Ontario and New York, New York and which banks are dealing in U.S. Dollar deposits in the London interbank market in New York, New York and which is a US Government Securities Business Day, and, when used in respect of US Base Rate Loans, shall mean any day (other than a Saturday or a Sunday) on which bank generally are open for business in Toronto, Ontario, Montreal, Quebec and New York, New York.~~
- 1.1.47 “CS Relevant Governmental Body” means the Bank of Canada or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.
- 1.1.48 “Canadian Borrower” means GFL Environmental Inc. and includes any of its successors and permitted assigns.
- 1.1.49 “Canadian Multi-Employer Plan” means a “multi-employer pension plan”, as such term is defined under the *Pension Benefits Act* (Ontario) or any similar plan registered under pension standards legislation in another jurisdiction in Canada, under which an Obligor is required to contribute pursuant to a collective bargaining agreement and under which the sole obligation of the Obligor is to make the contributions specified in the applicable collective bargaining agreement.
- 1.1.50 “Canadian Obligor” means any Obligor that is organized under the laws of Canada or a province or territory thereof.

1.1.51 “**Canadian Pension Plan**” means any “registered pension plan” as such term is defined under the ITA which is maintained, administered or contributed to by any Obligor in respect of any person’s employment in Canada or a province or territory thereof with any Obligor other than a Canadian Multi-Employer Plan.

1.1.52 “**Canadian Rate**” means, at any time the aggregate of (a) the rate of interest per annum equal to the higher of (i) the fluctuating annual rate of interest established by the Administrative Agent as the reference rate of interest it will use at such time to determine interest rates for loans in Canadian dollars to its Canadian commercial borrowers in Canada and designated as its prime rate; and (ii) the ~~annual rate of interest established by the Administrative Agent to be the discount rate, calculated on the basis of a year of 365 days, of the Administrative Agent established in accordance with its normal practice as at or about 10:00 a.m. (Toronto time) on such day in respect to bankers’ acceptances outstanding for 30 days accepted by it,~~ sum of (A) the Adjusted Term CORRA for an Interest Period of one month in effect from time to time, and (B) plus 1.0% per annum plus, (b) the Applicable Margin; adjusted automatically with each change in such rate, all without the necessity of any notice to the Canadian Borrower or any other Person; provided that if the discount rate determined pursuant to clause (a)(ii) of this definition would be less than ~~0%~~ the Floor, such rate shall be deemed to be ~~0%~~ the Floor for the purposes of this Agreement.

1.1.53 “**Canadian Rate Advance**” means an Advance in CDollars to which the Canadian Rate is applicable.

1.1.54 “**Canadian Rate Loan**” means at any given time during the term of this Agreement the Loan, or that portion of the Loan, which the Canadian Borrower has elected or is deemed to have elected to denominate in CDollars and upon which interest is payable at the Canadian Rate.

1.1.55 “**Canadian Subsidiary**” means any Subsidiary that is organized under the laws of Canada or any province or territory thereof.

1.1.56 “**Canadian Unadjusted Benchmark Replacement**” means the applicable C\$ Benchmark Replacement excluding the related C\$ Benchmark Replacement Adjustment.

1.1.57 ~~1.1.56~~ “**Capital Expenditures**” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Financial Leases) by the Canadian Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures, additions to property, plant or equipment or comparable items (or in intangible accounts subject to amortization) on the consolidated statement of cash flows of the Canadian Borrower and the Restricted Subsidiaries.

- 1.1.58 ~~1.1.57~~ “**Capitalized Software Expenditures**” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Canadian Borrower and the Guarantors during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet (excluding the footnotes thereto) of the Canadian Borrower and the Guarantors.
- 1.1.59 ~~1.1.58~~ “**Captive Insurance Subsidiary**” means any Subsidiary of the Canadian Borrower that is subject to regulation as an insurance company (or any Subsidiary thereof).
- 1.1.60 ~~1.1.59~~ “**Cash Equivalents**” means:
- 1.1.60.1 ~~1.1.59.1~~ CDollars or USDollars;
 - 1.1.60.2 ~~1.1.59.2~~ bonds, notes, bills of exchange, debentures or other marketable direct obligations denominated in CDollars or USDollars, maturing not more than one year after such time issued or directly and fully guaranteed or insured by the Canadian or United States government, any agency or instrumentality thereof or, if such bonds, debentures or other evidences of indebtedness are rated at least A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies, of the government of any province of Canada or any agency or instrumentality thereof;
 - 1.1.60.3 ~~1.1.59.3~~ commercial paper denominated in CDollars or USDollars, maturing not more than twelve months from the date of issue, which is issued by a corporation (other than the Canadian Borrower or a Guarantor or any Affiliate of the Canadian Borrower or a Guarantor) organized under the laws of any state of the United States, of the District of Columbia, of Canada or of any Province of Canada and rated at least A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies;
 - 1.1.60.4 ~~1.1.59.4~~ any certificate of deposit or bankers’ acceptance denominated in CDollars or USDollars and maturing not more than one year after such time, which is issued by any Lender;
 - 1.1.60.5 ~~1.1.59.5~~ amounts deposited overnight for cash management purposes with any Lender; and
 - 1.1.60.6 ~~1.1.59.6~~ solely with respect to any Captive Insurance Subsidiary, any investment that a Captive Insurance Subsidiary is not prohibited to make in accordance with Applicable Laws.
- 1.1.61 ~~1.1.60~~ “**Cash Management Services**” means any services provided by a financial institution or other Person in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automatic clearinghouse, controlled disbursements, depository, electronic funds transfer, information reporting, lockbox, stop payment, overdraft and/or wire transfer services.

- 1.1.62 ~~1.1.61~~ **“CDollar Current Account”** means the CDollar account of the Canadian Borrower at BMO in Canada as the Canadian Borrower may from time to time designate as such in writing and acceptable to the Administrative Agent.
- 1.1.63 ~~1.1.62~~ **“CDollars”** and the symbol **“C\$”** each means lawful money of Canada.
- ~~1.1.63~~ **“CDOR Rate”** means, on any day, the annual rate of interest which is the rate determined by the Administrative Agent as being the arithmetic average (rounded upwards, if necessary, to the nearest 0.01%) of the rates applicable to CDollar bankers’ acceptances having identical issue and comparable maturity dates as the Bankers’ Acceptances proposed to be issued by the Canadian Borrower displayed and identified as such on the display referred to as the **“CDOR Page”** (or any display substituted therefor) of Refinitiv Benchmark Services Limited as at approximately 10:00 a.m. (Toronto time) on such day, or if such day is not a Banking Day, then on the immediately preceding Banking Day (as adjusted by the Administrative Agent in good faith after 10:00 a.m. (Toronto time) to reflect any error in a posted rate of interest); provided, however, if such a rate does not appear on such CDOR Page, then the CDOR Rate, on any day, shall be the discount rate quoted by the Administrative Agent (determined as of 10:00 a.m. (Toronto time) on such day) which would be applicable in respect of an issue of bankers’ acceptances in a comparable amount and with comparable maturity dates to the Bankers’ Acceptances proposed to be issued by the Canadian Borrower on such day, or if such day is not a Banking Day, then on the immediately preceding Banking Day; provided that if the CDOR Rate at any time calculated in accordance with the foregoing would be less than 0%, the CDOR Rate shall be deemed to be 0% for the purposes of this Agreement.
- 1.1.64 **“CFC”** means a “controlled foreign corporation” within the meaning of Section 957 of the Code.
- 1.1.65 **“CFC Holdco”** means any Subsidiary that has no material assets other than Equity Interests in (or Equity and Indebtedness of) one or more Subsidiaries that are CFCs.
- 1.1.66 **“CFPOA”** means the Corruption of Foreign Public Officials Act (Canada), as amended.

- 1.1.67 **“Change of Control”** means the occurrence after the Closing Date, at any time, of the following: (a) (1) any Person (other than a Permitted Holder) or (2) Persons (other than one or more Permitted Holders) constituting a “group” (as such term is used in Section 13(d) and Section 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person and its Subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), becomes the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of Equity Interests representing more than thirty-five percent (35%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Canadian Borrower and the percentage of aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the Equity Interests of the Canadian Borrower beneficially owned, directly or indirectly, in the aggregate by the Permitted Holders; unless, the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election directors entitled to cast the majority of votes on the board of directors of the Canadian Borrower, or (b) any “Change of Control” (or any comparable term) occurs under that certain term loan credit agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) among the Canadian Borrower and GFL Environmental Holdings (US) Inc. as borrowers, Barclays Bank PLC as administrative agent and collateral agent for the lenders and the lenders party thereto.
- 1.1.68 **“Change in Law”** means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, issued or implemented.
- 1.1.69 **“Closing Date”** means September 27, 2021 or such other date as the Canadian Borrower and the Lenders may agree and on which all of the conditions set forth in Section 13.1 are satisfied or waived by the Lenders.
- 1.1.70 **“Code”** means the U.S. Internal Revenue Code of 1986, as amended.
- 1.1.71 **“Collateral”** means all Assets of the Canadian Borrower and of any of its Subsidiaries or any other Person encumbered by the Security Documents together with all proceeds of the foregoing.
- 1.1.72 **“Collateral and Guarantee Requirement”** shall have the meaning ascribed to such term in Section 14.1.9.
- 1.1.73 **“Commercial Operations Date”** means the date on which the applicable utility or similar third party first accepts and meters gas or electricity from a Sustainability Project, as certified by a Responsible Officer of the Canadian Borrower.

- 1.1.74 “**Commitment**” in relation to a Lender means at any time the Facility A Commitment, the Facility C Commitment (if any), and the Facility D ~~Commitment (if any) and the Facility E~~ Commitment (if any) of such Lender at such time as set out in Schedule 1.1.74.
- 1.1.75 “**Compliance Certificate**” means a certificate of a Responsible Officer of the Canadian Borrower delivered pursuant to Section 14.1.2.2.3.
- ~~1.1.76~~ “~~**Conforming Changes**~~” means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “US Base Rate,” the definition of “US Prime Rate”, the definition of “Business Day,” the definition of “Interest Period,” the definition of “U.S. Government Securities Business Day”, the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).
- 1.1.76 ~~1.1.77~~ “**Consenting Lender**” shall have the meaning ascribed to such term in Section 24.3.2.
- 1.1.77 ~~1.1.78~~ “**Consolidated Depreciation and Amortization Expense**” means, with respect to any Person for any period, the total amount of depreciation, amortization and depletion and accretion expense, including amortization or write-off of intangibles and non-cash organization costs and of deferred financing fees or costs and Capitalized Software Expenditures, of such Person, including the amortization of deferred financing fees or costs for such period on a consolidated basis and otherwise determined in accordance with GAAP and the amortization of OID resulting from the issuance of Indebtedness at less than par, and any write down of assets or asset value carried on the balance sheet.

1.1.78

~~1.1.79~~ “**Consolidated Interest Expense**” means, for any period, the total interest expense of the Canadian Borrower and its Restricted Subsidiaries and determined on a consolidated basis in accordance with GAAP (excluding any accretion or accrual of discounted liabilities not constituting Indebtedness), plus, to the extent not included in such total interest expense, and to the extent incurred by the Canadian Borrower and its Restricted Subsidiaries (determined on a consolidated basis in accordance with GAAP), without duplication:

1.1.78.1

~~1.1.79.1~~ the amortization of debt discount and debt issuance costs; plus

1.1.78.2

~~1.1.79.2~~ the amortization of all fees (including, without limitation, fees with respect to Hedging Agreements) payable in connection with the incurrence of Indebtedness; plus

1.1.78.3

~~1.1.79.3~~ amounts characterized in accordance with GAAP as interest on Financial Leases and Other Leases; plus

1.1.78.4

~~1.1.79.4~~ payments in the nature of interest pursuant to Hedging Agreements; plus

1.1.78.5

~~1.1.79.5~~ interest accruing on any Indebtedness of any other Person, to the extent such Indebtedness is guaranteed by, or secured by a Lien on any asset of, the Canadian Borrower or any of its Restricted Subsidiaries; plus

1.1.78.6

~~1.1.79.6~~ in respect of a Sustainability Project, interest accruing on any Interest Bearing Debt of any Sustainability Entity (other than the Canadian Borrower or a Restricted Subsidiary) shall be included for such period in an amount proportionate to the Equity Interest held by the Canadian Borrower or Restricted Subsidiary in such Sustainability Entity.

1.1.79

~~1.1.80~~ “**Consolidated Net Income**” – means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP; provided, however, that, without duplication:

1.1.79.1

~~1.1.80.1~~ any net after-tax extraordinary, non-recurring or unusual gains or losses, charges or expenses and Transaction Expenses, severance costs and expenses and one-time compensation charges shall be excluded;

1.1.79.2

~~1.1.80.2~~ the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period, whether effected through a cumulative effect adjustment or a retroactive application, in each case in accordance with GAAP;

1.1.79.3

~~1.1.80.3~~ effects of adjustments (including the effects of such adjustments pushed down to the Canadian Borrower and its Subsidiaries) in such Person’s consolidated financial statements pursuant to GAAP (including in the property and equipment, software, goodwill, intangible assets, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to any consummated acquisition or the amortization or write-off of any amounts thereof (including any write-off of in process research and development), net of taxes, shall be excluded;

1.1.79.4

~~1.1.80.4~~ any net after-tax income (loss) from disposed, abandoned, transferred, closed or discontinued operations and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations shall be excluded;

1.1.79.5

~~1.1.80.5~~ any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset sales or other Dispositions or impairments or the sale or other Disposition of any Equity Interests of any Person, in each case, other than in the ordinary course of business, as determined in good faith by the Canadian Borrower, shall be excluded;

1.1.79.6

~~1.1.80.6~~ the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; provided that the Canadian Borrower's or any Restricted Subsidiary's equity in the Net Income of such Person or Unrestricted Subsidiary (i) other than in respect of a Sustainability Project, shall be included in the Consolidated Net Income of the Canadian Borrower or such Restricted Subsidiary up to the aggregate amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) by such Person or Unrestricted Subsidiary to the Canadian Borrower or a Restricted Subsidiary in respect of such period and (ii) in respect of a Sustainability Project, shall be included in the Consolidated Net Income of the Canadian Borrower or such Restricted Subsidiary for such period in an amount proportionate to the Equity Interest held by the Canadian Borrower or Restricted Subsidiary in such Person or Unrestricted Subsidiary;

1.1.79.7

~~1.1.80.7~~ (i) any net unrealized gain or loss (after any offset) resulting in such period from obligations in respect of Hedging Agreements and the application of CPA Handbook - Part II, Section 3856 or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Agreements, (ii) any net gain or loss resulting in such period from currency translation gains or losses related to currency re-measurements of Indebtedness (including the net loss or gain resulting from Hedging Agreements for currency exchange risk) and all other foreign currency translation gains or losses, and (iii) any net after-tax income (loss) for such period attributable to the early extinguishment or conversion of (A) Indebtedness, (B) obligations under any Hedging Agreements or (C) other derivative instruments and all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection therewith, shall be excluded;

[1.1.79.8](#)

~~1.1.80.8~~ any goodwill or impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to GAAP, the amortization of intangibles arising pursuant to GAAP and the amortization of Capitalized Software Expenditures, shall be excluded;

[1.1.79.9](#)

~~1.1.80.9~~ any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any investment permitted pursuant to Section 14.3.15, Permitted Acquisition, acquisitions completed prior to the Closing Date or any sale, conveyance, transfer or other Disposition of Assets permitted under this Agreement or that are consummated prior to the Closing Date, to the extent actually reimbursed, or, so long as the Canadian Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days), shall be excluded;

[1.1.79.10](#)

~~1.1.80.10~~ to the extent covered by insurance and actually reimbursed, or, so long as the Canadian Borrower has made a determination that a reasonable basis exists that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events shall be excluded;

[1.1.79.11](#)

~~1.1.80.11~~ any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs shall be excluded;

[1.1.79.12](#)

~~1.1.80.12~~ any income (loss) attributable to deferred compensation plans or trusts and any non-cash deemed finance charges in respect of any pension liabilities or other provisions or on the revaluation of any benefit plan obligation shall be excluded;

- 1.1.79.13 ~~1.1.80.13~~proceeds from any business interruption insurance, to the extent not already included in Consolidated Net Income, shall be included;
- 1.1.79.14 ~~1.1.80.14~~the amount of any expense to the extent a corresponding amount relating to such expense is received in cash by the Canadian Borrower and the Restricted Subsidiaries from a Person other than the Canadian Borrower or any Restricted Subsidiaries; provided such amount received has not been included in determining Consolidated Net Income, shall be excluded (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);
- 1.1.79.15 ~~1.1.80.15~~any adjustments resulting from the application of Accounting Guideline 14, AcG-14, CPA Handbook Part II or any comparable regulation, shall be excluded; and
- 1.1.79.16 ~~1.1.80.16~~earn-out and contingent consideration obligations (including adjustments thereof and purchase price adjustments) incurred in connection with any Permitted Acquisition or other permitted investment, and any acquisitions completed prior to the Closing Date, shall be excluded.
- 1.1.80 ~~1.1.81~~**“Consolidated Total Assets”** means, as of any date of determination, the net book value of all assets of the Canadian Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as at the end of the most recently ended fiscal quarter of the Canadian Borrower reflected in the quarterly financial statements or the annual financial statements or for which financial statements have been made available (or were required to be made available) pursuant to Section 14.1.2.2 or Section 14.1.2.2.2.
- 1.1.81 ~~1.1.82~~**“Contractual Obligation”** means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.
- 1.1.82 ~~1.1.83~~**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have corresponding meanings.
- 1.1.83 ~~1.1.84~~**“Conversion Advance”** and **“Converted Advance”** shall each have the respective meaning ascribed to such terms in Section 3.8 in the case of the Canadian Borrower, in Section 5.6 in the case of the US Borrower in respect of Facility C Credit and Section 6.6 in the case of the US Borrower in respect of Facility D Credit.

- 1.1.84 ~~1.1.85~~ **“Conversion Date”** means a day which the Canadian Borrower has notified the Administrative Agent in a Notice of Conversion as the date on which the Canadian Borrower will convert Borrowings under the Facility A Credit, or a portion thereof, in accordance with Section 3.8 or the US Borrower has notified the Administrative Agent in a Notice of Conversion as the date on which the US Borrower will convert Borrowings under the Facility C Credit or the Facility D Credit, or a portion thereof, in accordance with Section 5.6 or 6.6, respectively.
- 1.1.85 **“CORRA”** means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).
- 1.1.86 **“CORRA Advances”** means Daily Compounded CORRA Advances and Term CORRA Advances.
- 1.1.87 ~~1.1.86~~ **“Credit”** means the collective reference to the Facility A Credit, the Facility C Credit, ~~the Facility D Credit~~ and the Facility ~~E~~ D Credit.
- 1.1.88 ~~1.1.87~~ **“Cure Action”** shall have the meaning ascribed to such term in Section 14.2.2.
- 1.1.89 **“Daily Compounded CORRA”** means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback of five (5) Business Days) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the C\$ Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a C\$ Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.
- 1.1.90 **“Daily Compounded CORRA Adjustment”** means 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for a C\$ Available Tenor of three-months’ duration.
- 1.1.91 **“Daily Compounded CORRA Advance”** means an Advance in CDollars which bears interest at a rate based on Adjusted Daily Compounded CORRA.
- 1.1.92 **“Daily Compounded CORRA Loan”** means a loan by the Lender to the Borrower in CDollars which bears interest at a rate based on Adjusted Daily Compounded CORRA.

- 1.1.93 ~~1.1.88~~ “**Daily Simple SOFR**” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the US\$ Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.
- ~~1.1.89~~ “**DBNA**” ~~shall have the meaning ascribed to such term in the definition of Bankers’ Acceptance herein.~~
- 1.1.94 ~~1.1.90~~ “**DBRS**” means DBRS Limited and its successors.
- 1.1.95 ~~1.1.91~~ “**Debtor Relief Laws**” means the Companies’ Creditors Arrangement Act (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *United States Bankruptcy Code* and the *Winding-Up and Restructuring Act* (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of Canada or the United States or other applicable jurisdictions from time to time in effect and, in each case, affecting the rights of creditors.
- 1.1.96 ~~1.1.92~~ “**Default**” means any event or circumstance which constitutes an Event of Default or which, with the giving of notice or lapse of time or both, would constitute an Event of Default unless cured or waived.
- 1.1.97 ~~1.1.93~~ “**Designated Financial Test**” has the meaning specified in Section 14.3.1.
- 1.1.98 ~~1.1.94~~ “**Designated Person**” means a person or entity:
- 1.1.98.1 ~~1.1.94.1~~ listed in the annex to, or otherwise subject to the provisions of, the Executive Order;
 - 1.1.98.2 ~~1.1.94.2~~ named as a “Specially Designated National and Blocked Person” (“**SDN**”) on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list;
 - 1.1.98.3 ~~1.1.94.3~~ in which an entity on the SDN list has 50% or greater ownership interest or that is otherwise controlled by an SDN; or
 - 1.1.98.4 ~~1.1.94.4~~ included on ~~Her~~ His Majesty’s Treasury’s Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority.
- ~~1.1.95~~ “**Discount Rate**” ~~means, with respect to Bankers’ Acceptances issued pursuant to this Agreement and having the same date of issue and the same maturity date, the annual rate which is (a) for Lenders which are Schedule I Canadian chartered banks, the CDOR Rate determined by the Administrative Agent as the CDOR Rate for bankers’ acceptances outstanding for the period of such Bankers’ Acceptances on the date of issue of such Bankers’ Acceptances, and (b) for Lenders which are not Schedule I Canadian chartered banks, the CDOR Rate determined by the Administrative Agent as the CDOR Rate for bankers’ acceptances outstanding for the period of such Bankers’ Acceptances on the date of issue of such Bankers’ Acceptances, plus 0.10%.~~

1.1.96 ~~“Discounted Proceeds” means, in respect of any Bankers’ Acceptance to be accepted and purchased by a Lender hereunder on any day, an amount (rounded to the nearest whole cent, and with one half of one cent being rounded up) calculated on such day by multiplying (i) the face amount of such Bankers’ Acceptance by (ii) the price (rounded up or down to the fifth decimal place with 0.000005 being rounded up), where the price is determined by dividing one by the sum of one plus the product of (A) the Discount Rate (expressed as a decimal) and (B) a fraction, the numerator of which is the number of days in the term of such Bankers’ Acceptance and the denominator of which is 365.~~

1.1.99 ~~“Disposition” or “Dispose” means the sale, transfer, license tantamount to a sale, lease or other disposition (including any sale-leaseback transaction and any sale or issuance of Equity Interests in a Restricted Subsidiary) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that “Disposition” and “Dispose” shall not include any issuance by the Canadian Borrower of any of its Equity Interests to another Person.~~

1.1.100 ~~“Disqualified Equity Interests” means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests of the Canadian Borrower or any direct or indirect parent of the Canadian Borrower), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than (i) contingent obligations that by their terms survive and (ii) Obligations under Permitted Hedging Agreements and Secured Cash Management Agreements) and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests of the Canadian Borrower or any direct or indirect parent of the Canadian Borrower and other than as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than (i) contingent obligations that by their terms survive and (ii) Obligations under Permitted Hedging Agreements and Secured Cash Management Agreements) and the termination of the Commitments), in whole or in part or (c) is or becomes automatically or at the option of the holder convertible into or exchangeable for Indebtedness or any other Equity Interests that are not Qualified Equity Interests of the Canadian Borrower or any direct or indirect parent of the Canadian Borrower, in the case of each of clauses (a), (b), and (c), prior to the date that is ninety-one (91) days after the latest Maturity Date of the Loans at the time of issuance; provided that if such Equity Interests are issued to any employees, other service providers, directors, officers or members of management or pursuant to a plan for the benefit of employees, other service providers, directors, officers or members of management of the Canadian Borrower or their respective Subsidiaries or by any such plan to such employees, other service providers, directors, officers or members of management, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Canadian Borrower or their respective Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employees’, other service providers’, directors’, officers’ or management members’ termination, death or disability.~~

1.1.101

~~1.1.99~~ **“Distribution”** means, for any Person, any payment (whether in cash, securities or other property) with respect to or on account of any of such Person’s Equity Interests, including (a) any dividend or other distribution on and any payment of interest on or principal of any such Equity Interests, (b) any payment by such Person, including any sinking fund or similar deposit, on account of any purchase, redemption, retirement, exchange, defeasance, acquisition, cancellation, termination or conversion of, or on account of any claim relating to or arising out of the offer, sale or purchase by such Person of, its Equity Interests, (c) any return of capital to the holders of Equity Interests of such Person or (d) any other distribution, payment or delivery of property or cash to the holders of Equity Interests of such Person as such (including management fees, earn-outs, minority interests and royalties) where such distribution, payment or delivery is made to such Person in consideration of it being a holder of Equity Interests of such Person. For the purposes of this definition, a “payment” shall include the transfer of any Asset or the incurrence of any indebtedness or other liability (the amount of any such payment to be the fair market value of such Asset or the amount of such obligation, respectively) but shall not include the issuance of any Equity Interests of such Person in lieu of a Distribution.

1.1.102

~~1.1.100~~ **“Doubtful Account”** means any account receivable for which a reserve has been taken for doubtful accounts in the books and records of the relevant Person in accordance with its usual practice.

1.1.103

~~1.1.101~~ **“Drawdown Date”** means (i) a day which a Borrower has notified the Administrative Agent in a Notice of Borrowing as the date on which such Borrower requests an Advance in accordance with Section 3.2 in the case of the Canadian Borrower in respect of the Facility A Credit, Section 5.2 in the case of the US Borrower in respect of the Facility C Credit, and Section 6.2 in the case of the US Borrower in respect of the Facility D ~~Credit and Section 7.2 in the case of the Canadian Borrower in respect of the Facility E~~-Credit, (ii) a day on which the Swingline Lender makes a Swingline Advance, or (iii) a day on which the Canadian Borrower has requested the issuance of a Letter of Credit in accordance with Section 11.7.

1.1.104

~~1.1.102~~ **“EBITDA”** means, with respect to a Person, on a consolidated basis for any given period (except as provided herein), its net earnings (a) increased by (without duplication), to the extent deducted in computing such net earnings in such period, (1) net total interest expense, (2) income tax expense, (3) management fees permitted hereunder, (4) Consolidated Depreciation and Amortization Expense, (5) non-cash stock compensation expense, (6) non-cash extraordinary losses from the sale of assets, (7) non-cash losses resulting from Permitted Hedging Agreement Obligations, (8) transaction costs associated with Permitted Acquisitions (whether consummated or not), which are required to be expensed rather than capitalized under Applicable Accounting Principles, (9) other non-cash or non-recurring charges or unusual or extraordinary losses which have been approved in writing by the Required Lenders, and (b) decreased by (without duplication), to the extent added in computing such net earnings in such period, (1) non-cash earnings, (2) non-cash gains resulting from Permitted Hedging Agreement Obligations and (3) unusual or extraordinary gains, the whole calculated to the satisfaction of the Administrative Agent, in accordance with Applicable Accounting Principles consistently applied, the whole as set forth in Section 1.6.

1.1.105

~~1.1.103~~ **“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.

1.1.106

~~1.1.104~~ **“EEA Member Country”** means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

1.1.107

~~1.1.105~~ **“EEA Resolution Authority”** means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

1.1.108

~~1.1.106~~ **“Eligible Assignee”** means any Person (other than a natural person, any Obligor or any Affiliate of an Obligor), in respect of which any consent that is required by Section 23.2 has been obtained.

1.1.109

~~1.1.107~~ **“Environmental Activity”** means any activity, event or circumstances in respect of a Hazardous Material, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release, escape, leaching, dispersal or migration into the natural environment, including the movement through or in the air, land surface or subsurface strata, surface water or groundwater.

- 1.1.110 ~~1.1.108~~ “**Environmental Claims**” means any and all material administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations or proceedings relating in any way to any Environmental Law or any Environmental Permit (hereinafter in this definition, “**Claims**”) including without limitation:
- 1.1.110.1 ~~1.1.108.1~~ any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law; and
- 1.1.110.2 ~~1.1.108.2~~ any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief in connection with Hazardous Materials or arising from alleged injury or threat of injury to health, safety (unless recoverable through the Workplace Safety & Insurance Board) or the environment.
- 1.1.111 ~~1.1.109~~ “**Environmental Laws**” means any and all Applicable Laws relating to pollution or protection of human health or the environment or any Environmental Activity.
- 1.1.112 ~~1.1.110~~ “**Environmental Permits**” means all permits, licenses, written authorizations, certificates, approvals or registrations required by any Governmental Authority under any Environmental Laws.
- 1.1.113 ~~1.1.111~~ “**Equity Interests**” means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in, including any limited or general partnership interest and any limited liability company membership interest) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities, but excluding debt securities).
- 1.1.114 ~~1.1.112~~ “**Equity Sponsor**” means (i) means each of (a) BC Partners Advisors L.P. and its Affiliates (including BC European Capital X LP and the other funds, partnerships or other vehicles managed, advised or controlled thereby, together with any entity (directly or indirectly) Wholly Owned by any such fund, partnership or vehicle, but not including, however, any portfolio operating company of the foregoing), (b) Ontario Teachers’ Pension Plan Board and its Affiliates (including the funds, partnerships or other vehicles managed, advised or controlled thereby, together with any entity (directly or indirectly) Wholly Owned by any such fund, partnership or vehicle, but not including, however, any portfolio operating company of the foregoing) and (c) Magny Cours Investment Pte Ltd., (ii) any successor of any Person identified in clause (i)(a), and (iii) any Affiliate of any Person identified in clause (i) that in the future acquires any direct or indirect Equity Interests in the Canadian Borrower (other than any other portfolio company of any Person identified in clause (i)).

[1.1.115](#)

~~1.1.113~~ **“Equivalent Amount”** means, on any date, the amount in CDollars or USDollars, as the case may be (the **“Currency”**), which would be obtained on the conversion of an amount in any other currency into the Currency, at the rate for the purchase of the Currency with such other currency, as quoted or published or otherwise made available by the Bank of Canada at 4:30 p.m. on such date.

[1.1.116](#)

~~1.1.114~~ **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

[1.1.117](#)

~~1.1.115~~ **“ERISA Affiliate”** means any trade or business (whether or not incorporated) under common control with the Canadian Borrower or any Guarantor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

[1.1.118](#)

~~1.1.116~~ **“ERISA Event”** means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Canadian Borrower or any of its ERISA Affiliates from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) the failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, with respect to a Pension Plan; (d) the failure to make any required contribution to a Multiemployer Plan; (e) the incurrence by the Canadian Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to a complete or partial withdrawal by the Canadian Borrower or any of its ERISA Affiliates from a Multiemployer Plan or notification that a Multiemployer Plan is “insolvent” (within the meaning of Section 4245 of ERISA) or in “reorganization” (within the meaning of Section 4241 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) a failure by the Canadian Borrower or any of its ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment payment with respect to withdrawal liability (within the meaning of Title IV of ERISA); (g) a determination that any Pension Plan is in “at-risk” status (within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA); (h) the filing under Section 4041(c) of ERISA of a notice of intent to terminate a Pension Plan, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or Section 4041A of ERISA, or the receipt by the Canadian Borrower or any of its ERISA Affiliates from the PBGC of any notice relating to the intention to terminate a Pension Plan or Multiemployer Plan; or (i) the imposition of any liability under Title IV of ERISA with respect to the termination of any Pension Plan or Multiemployer Plan, other than for the payment of PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Canadian Borrower or any of its ERISA Affiliates.

- [1.1.119](#) ~~1.1.117~~ **“Erroneous Payment”** shall have the meaning ascribed to such term in Section 12.13.1.
- [1.1.120](#) ~~1.1.118~~ **“Erroneous Payment Deficiency Assignment”** shall have the meaning ascribed to such term in Section 12.13.4.
- [1.1.121](#) ~~1.1.119~~ **“Erroneous Payment Impacted Class”** shall have the meaning ascribed to such term in Section 12.13.4.
- [1.1.122](#) ~~1.1.120~~ **“Erroneous Payment Return Deficiency”** shall have the meaning ascribed to such term in Section 12.13.4.
- [1.1.123](#) ~~1.1.121~~ **“Erroneous Payment Subrogation Rights”** shall have the meaning ascribed to such term in Section 12.13.4.
- [1.1.124](#) ~~1.1.122~~ **“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.
- [1.1.125](#) ~~1.1.123~~ **“Event of Default”** means any of the events specified in Section 16.1.
- [1.1.126](#) ~~1.1.124~~ **“Excluded Assets”** means any of the following:
- ~~1.1.124.1~~(i) goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets for which the grant of a security interest, therein (A) is prohibited by Applicable Law (including, without limitation, financial assistance laws, corporate benefit laws or otherwise), rule, regulation or requires Governmental Authority or similar third party consent, or (B) is prohibited by contract permitted hereunder and existing on the Closing Date (and not entered into in contemplation thereof) or, in the case of any Subsidiary acquired after the Closing Date, at the time of acquisition of such Subsidiary (and not entered into in contemplation thereof) or would trigger termination under any such permitted contract binding on such assets (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, PPSA or other Applicable Laws), or (ii) any lease, license, franchise, charter, authorization, contract or other agreement (including any purchase money security interest, capital lease obligation or other similar arrangement) to the extent a security interest therein is prohibited by or in violation of a term, provision or condition of, or would invalidate or give any other party thereto (other than the Canadian Borrower or any Subsidiary) the right to terminate, any such lease, license, franchise, charter, authorization, contract or agreement (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, the PPSA or other Applicable Laws in any relevant jurisdiction); provided, however, that the Collateral (including, without limitation, goods, chattel paper, investment property, documents of title, instruments, money and intangibles (each as defined in the PPSA)) shall include (and such security interest shall attach) at such time as the contractual prohibition shall no longer be applicable and to the extent severable, shall attach to any portion of any lease, license, franchise, charter, authorization, contract, agreement or other asset not subject to the prohibitions specified above; provided, further, that the exclusions referred to in this definition shall not include any proceeds of any such lease, license, franchise, charter, authorization, contract or agreement the assignment of which is expressly deemed effective under Applicable Law notwithstanding such prohibition (unless such proceeds or receivables would independently constitute Excluded Assets);
- [1.1.126.1](#)

1.1.126.2

~~1.1.124.2~~(i) Equity Interests in excess of 65% of the total issued and outstanding voting Equity Interests of (x) a CFC or (y) any CFC Holdco, (ii) Equity Interests in any Person (other than any Subsidiary Guarantor, any Wholly Owned Restricted Subsidiaries of the Canadian Borrower or any Subsidiary Guarantors that are Material Subsidiaries), (iii) Equity Interests in any Excluded Subsidiary (other than (A) any Subsidiary that is not a U.S. Subsidiary or Canadian Subsidiary or (B) a CFC Holdco or (C) any Subsidiary which is an Excluded Subsidiary solely pursuant to clause (k) of the Definition of Excluded Subsidiary), (iv) Equity Interests in partnerships, joint ventures or any non-Wholly Owned Subsidiaries which cannot be pledged without the consent of one or more third-parties, (v) Equity Interests of any Subsidiary of the Canadian Borrower that is a Subsidiary of an Excluded Subsidiary and (vi) Margin Stock;

1.1.126.3

~~1.1.124.3~~any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act or similar applications pursuant to any Applicable Laws in any other applicable jurisdiction, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application under Applicable Laws;

- [1.1.126.4](#) ~~1.1.124.4~~(i) any leasehold interest (including any ground lease interest) in real property (it being agreed that no Obligor shall be required to deliver landlord or other third party lien waivers, estoppels or collateral access letters), (ii) any fee interest in owned real property (subject to the requirements of Section 14.1.9 and Section 14.1.10 with respect to Material Real Property) and (iii) any fixtures affixed to any real property to the extent a security interest in such fixtures may not be perfected by a UCC-1 or PPSA financing statement in the jurisdiction of organization of the applicable Obligor or jurisdiction where such real property is located, as applicable, or, solely in the case of fixtures affixed to any Material Real Property, to the extent a security interest in such fixtures may not be perfected by the recording of a Mortgage or the filing of a fixture filing in the jurisdiction where such Material Real Property is located; provided that Excluded Assets shall not include any real property subject to a Mortgage or other Material Real Property for which the Administrative Agent has requested a valid and perfected Lien pursuant to Section 14.1.9 or Section 14.1.10;
- [1.1.126.5](#) ~~1.1.124.5~~vehicles, goods and other assets subject to certificates of title or ownership and aircraft;
- [1.1.126.6](#) ~~1.1.124.6~~non-U.S. and non-Canadian intellectual property (to the extent a security interest therein cannot be perfected by filing a Uniform Commercial Code or PPSA financing statement), in relation to US Subsidiaries, letters of credit and letter of credit rights that do not constitute supporting obligations in respect of other Collateral (including, without limitation, goods, chattel paper, investment property, documents of title, instruments, money and intangibles (each as defined in the PPSA)), except to the extent such letter of credit rights may be perfected by the filing of a Uniform Commercial Code financing statement;
- [1.1.126.7](#) ~~1.1.124.7~~in relation to US Subsidiaries, commercial tort claims that, in the reasonable determination of the Canadian Borrower, are not expected to result in a judgment (or settlement) in excess of C\$5,000,000;
- [1.1.126.8](#) ~~1.1.124.8~~goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets for which the grant of a Security Interest therein would result in material adverse tax or regulatory costs or consequences as reasonably determined by the Canadian Borrower in consultation with the Administrative Agent;
- [1.1.126.9](#) ~~1.1.124.9~~any preferred stock issued by GFL Holdco (US), LLC; and

1.1.126.10 ~~1.1.124.10~~ particular goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets as agreed between the Canadian Borrower and the Administrative Agent if and for so long as, in the reasonable judgment of the Administrative Agent and the Canadian Borrower, the cost, difficulty, burden or consequences of obtaining, perfecting or maintaining a security interest in such assets exceeds the practical benefits to the Lenders afforded thereby; provided, however, that Excluded Assets shall not include any proceeds of any Excluded Assets referred to in any clause of this Section ~~1.1.124~~ 1.1.126 (unless such proceeds would constitute Excluded Assets referred to in any such clause).

1.1.127 ~~1.1.125~~ “**Excluded Contribution**” means

1.1.127.1 ~~1.1.125.1~~ the cash, Cash Equivalents or other assets (valued at their fair market value as determined in good faith by the Canadian Borrower) received by the Canadian Borrower after the Closing Date from:

1.1.127.1.1 ~~1.1.125.1.1~~ contributions in respect of Qualified Equity Interests; and

1.1.127.1.2 ~~1.1.125.1.2~~ the sale (other than to a Subsidiary of the Canadian Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests of the Canadian Borrower, plus

1.1.127.2 ~~1.1.125.2~~ the net cash proceeds received by the Canadian Borrower or any of its Restricted Subsidiaries from issuances of debt securities or Disqualified Equity Interests incurred or issued by the Canadian Borrower or any of the Guarantors that have been converted into or exchanged for Qualified Equity Interests of the Canadian Borrower or any direct or indirect parent thereof,

in each case, so long as same is designated as Excluded Contributions pursuant to a certificate of a Responsible Officer.

1.1.128 ~~1.1.126~~ “**Excluded Subsidiary**” means (a) Immaterial Subsidiaries, (b) Unrestricted Subsidiaries, (c) any Subsidiary that is prohibited or restricted by Applicable Law, rule, regulation or Contractual Obligation (so long as, in respect to any such Contractual Obligation, such prohibition existed on the Closing Date or, if later, on the date the applicable Subsidiary is acquired and is not incurred in contemplation of such acquisition) from providing a Guarantee or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide a Guarantee (including, in each case, under any financial assistance, corporate benefit or thin capitalization rule), in each case, for so long as such prohibition or circumstance exists, (d) any Subsidiary that is not a Wholly Owned Subsidiary of the Canadian Borrower or any Guarantor, (e) any Subsidiary that is neither a US Subsidiary nor a Canadian Subsidiary, (f) any US Subsidiary that is a Subsidiary of CFC, (g) any CFC Holdco, (h) any Subsidiary that is a not-for-profit organization, (i) any Subsidiary that is a Captive Insurance Subsidiary, (j) any Subsidiary that is a special purpose entity for a securitization transaction or a similar special purpose, (k) any Subsidiary with respect to which providing a Guarantee would result in material adverse tax consequences (including as a result of Section 956 of the Code or any similar Applicable Law in any applicable jurisdiction) to the Canadian Borrower or any of its Subsidiaries as reasonably determined by the Canadian Borrower (in consultation with the Administrative Agent), (l) any Special Purpose Finance Subsidiary, and (m) any other Subsidiary with respect to which, as reasonably determined by the Administrative Agent and the Canadian Borrower, the burden or cost of providing a Guarantee outweighs the benefits afforded to the Lenders thereby.

[1.1.129](#)

~~1.1.127~~ **“Excluded Taxes”** means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of an Obligor hereunder, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), capital Taxes imposed under any applicable Canadian federal or provincial law, in each case by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its Applicable Lending Office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located, (c) in the case of a Foreign Lender, any withholding tax imposed under Part XIII of the Income Tax Act (Canada) or any successor provision thereto as a result of (i) any person not dealing at arm’s length (within the meaning of the Income Tax Act (Canada)) with an Obligor, (ii) any person being a “specified shareholder” (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of an Obligor or not dealing at arm’s length (for the purposes of the *Income Tax Act* (Canada)) with a “specified shareholder” (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of an Obligor or (iii) is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 18.2.5, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from an Obligor with respect to such withholding tax pursuant to Section 18.2.1, and (d) any Taxes imposed pursuant to FATCA.

[1.1.130](#)

~~1.1.128~~ **“Executive Order”** means the Executive Order No. 13224 of September 23, 2001, entitled Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism.

- 1.1.131 ~~1.1.129~~ **“Existing Indebtedness”** means the Indebtedness of any Obligor as of the date hereof described in **Schedule 2.1.25**.
- 1.1.132 ~~1.1.130~~ **“Facility A Advance”** means (a) a direct advance by a Lender to the Canadian Borrower by way of Canadian Rate Advance, Daily Compounded CORRA Advance, Term CORRA Advance, US Base Rate Advance or SOFR Advance pursuant to Section 3.2, ~~(b) the Acceptance of Bankers’ Acceptances pursuant to Section 10.1 and BA Equivalent Advances pursuant to Section 10.3,~~ (e) the issuance of a Letter of Credit pursuant to ARTICLE 11, and (d) unless the context otherwise requires, a Swingline Advance.
- 1.1.133 ~~1.1.131~~ **“Facility A Available Commitment”** except for the purposes of Section ~~9.12.19~~ 13.1, means at any time, with respect to all the Lenders, (i) the amount at such time of the Facility A Total Commitment, less (ii) the amount of the Facility A Loan at such time (excluding the amount of the Swingline Loan at such time), less (iii) the Swingline Limit; and with respect to any one Lender, the amount of the Facility A Available Commitment multiplied by the Facility A Participation of such Lender.
- 1.1.134 ~~1.1.132~~ **“Facility A Availability Period”** means the period commencing on the date of this Agreement and ending on September 27, 2026.
- 1.1.135 ~~1.1.133~~ **“Facility A Commitment”** in relation to a Lender means at any time the amount set opposite its name in **Schedule 1.1.74** in respect of Facility A Commitment less any amount by which it has been cancelled, terminated or reduced in accordance with this Agreement plus any amount by which it has been increased pursuant to an Accordion Notice in accordance with Section 3.10, as it may be adjusted pro rata or otherwise further to an assignment or otherwise.
- 1.1.136 ~~1.1.134~~ **“Facility A Credit”** means the committed revolving credit facility in the maximum amount of ONE BILLION TWO HUNDRED AND FIVE MILLION CDOLLARS (C\$1,205,000,000), as such maximum amount may be reduced or increased from time to time pursuant to the terms hereof, which the Lenders will make available to the Canadian Borrower pursuant to, and in accordance with the terms of, ARTICLE 3 and the other provisions of this Agreement.
- 1.1.137 ~~1.1.135~~ **“Facility A Letter of Credit”** means a financial or performance letter of credit or guarantee denominated in CDollars or USDollars, having a term of up to 365 days and an expiry date not later than the Facility A Maturity Date, issued by the Issuing Bank pursuant to Facility A Credit in accordance with Sections 11.1 and 11.7 for the account of the Canadian Borrower (a) in which the Lenders under Facility A Credit participate pursuant to Section 11.2, (b) which is (i) a standby letter of credit or letter of guarantee, or (ii) a commercial letter of credit, in favour of a seller of goods, for the purchase of goods in the ordinary course of business of an Obligor, excluding for the purpose of guaranteeing obligations of any Person other than an Obligor or Person that is the subject of a pending Permitted Acquisition, or (iii) which is a standby letter of credit or letter of guarantee in respect of obligations of an Obligor or of a Person that is the subject of a pending Permitted Acquisition, in each case incurred pursuant to contracts to which such Obligor or such Person is or proposes to become a party in the ordinary course of its business or in respect of other lawful obligations of such Obligor or such Person in the ordinary course of its business, and (c) which may, at the request of the Canadian Borrower, be issued on behalf of a Person that is the subject of a pending Permitted Acquisition.

- 1.1.138 ~~1.1.136~~ **“Facility A Loan”** means the aggregate amount of (a) the amount of all Facility A Advances outstanding at such time in CDollars by way of Canadian Rate Loan, ~~plus (b) to the extent not included in paragraph (a) of this Section 1.1.136~~ Daily Compounded CORRA Loan and Term CORRA Loan, ~~the face amount of all Bankers’ Acceptances which have been accepted by a Lender under the Facility A Credit, prior to their respective maturity dates, plus (e) plus (b)~~ the Equivalent Amount in CDollars of the aggregate amount in USDollars outstanding by way of US Base Rate Loan and SOFR Loan under Facility A Credit, ~~plus (d)~~ the Letter of Credit Exposure in respect of all Facility A Letters of Credit at such time.
- 1.1.139 ~~1.1.137~~ **“Facility A Maturity Date”** means the Facility A Termination Date.
- 1.1.140 ~~1.1.138~~ **“Facility A Participation”** of a Lender means the percentage of the Facility A Total Commitment, excluding the Swingline Limit, indicated opposite its name in **Schedule 1.1.74** with respect to its Facility A Commitment, as it may be adjusted pro rata or otherwise further to an assignment or otherwise or, as the context requires, the amount of such Facility A Participation in any Facility A Advance or in any repayment thereof, provided that any ~~Bankers’ Acceptances~~ Term CORRA Loans, Daily Compounded CORRA Loans or SOFR Loans outstanding on the Closing Date shall be excluded from the calculation of a Facility A Participation of a Lender until the applicable Conversion Date, Rollover Date or maturity thereof, as applicable.
- 1.1.141 ~~1.1.139~~ **“Facility A Termination Date”** means, at any time, the last day of the Facility A Availability Period.
- 1.1.142 ~~1.1.140~~ **“Facility A Total Commitment”** means at any time the aggregate of the Facility A Commitments of all the Lenders, less any amount by which it shall have been cancelled, terminated or reduced pursuant to this Agreement plus any amount by which it has been increased pursuant to an Accordion Notice in accordance with Section 3.10 of this Agreement. For the purpose of the calculation set forth in Section 3.9.2, the Facility A Total Commitment shall be deemed to include the Swingline Limit.
- 1.1.143 ~~1.1.141~~ **“Facility B Credit”** means the revolving performance letter of credit facility committed under the Original Credit Agreement.
- 1.1.144 ~~1.1.142~~ **“Facility B Letter of Credit”** means a performance letter of credit or guarantee issued under the Facility B Credit under the Original Credit Agreement.

- [1.1.145](#) ~~1.1.143~~ **“Facility C Advance”** means a direct advance by BMO to the US Borrower by way of US Prime Rate Advance or SOFR Advance pursuant to Section 5.2.1.
- [1.1.146](#) ~~1.1.144~~ **“Facility C Available Commitment”** except for the purposes of Section ~~9.12.29.13.2~~, means at any time, with respect to BMO, the amount at such time of the Facility C Total Commitment less the amount of the Facility C Loan at such time.
- [1.1.147](#) ~~1.1.145~~ **“Facility C Availability Period”** means the period commencing on the date of this Agreement and ending on September 27, 2026.
- [1.1.148](#) ~~1.1.146~~ **“Facility C Commitment”** means at any time the amount set opposite BMO’s name in **Schedule 1.1.74** in respect of Facility C Commitment less any amount by which it has been cancelled, terminated or reduced in accordance with this Agreement, as it may be adjusted pro rata or otherwise further to an assignment or otherwise.
- [1.1.149](#) ~~1.1.147~~ **“Facility C Credit”** means the committed revolving credit facility in the maximum amount of TWENTY-FIVE MILLION USDOLLARS (US\$25,000,000), as such maximum amount may be reduced from time to time pursuant to the terms hereof, which BMO will make available to the US Borrower pursuant to, and in accordance with the terms of, ARTICLE 5 and the other provisions of this Agreement.
- [1.1.150](#) ~~1.1.148~~ **“Facility C Loan”** means the aggregate amount of all Facility C Advances outstanding at such time in USDollars by way of US Prime Rate Loan and SOFR Loan under Facility C Credit.
- [1.1.151](#) ~~1.1.149~~ **“Facility C Maturity Date”** means the Facility C Termination Date.
- [1.1.152](#) ~~1.1.150~~ **“Facility C Participation”** means the percentage of the Facility C Total Commitment indicated opposite BMO’s name in **Schedule 1.1.74** with respect to its Facility C Commitment, as it may be adjusted pro rata or otherwise further to an assignment or otherwise or, as the context requires, the amount of such Facility C Participation in any Facility C Advance or in any repayment thereof.
- [1.1.153](#) ~~1.1.151~~ **“Facility C Termination Date”** means, at any time, the last day of the Facility C Availability Period.
- [1.1.154](#) ~~1.1.152~~ **“Facility C Total Commitment”** means at any time the aggregate of the Facility C Commitments of BMO, less any amount by which it shall have been cancelled, terminated or reduced pursuant to this Agreement.
- [1.1.155](#) ~~1.1.153~~ **“Facility D Advance”** means a direct advance by a Lender to the US Borrower by way of US Prime Rate Advance or SOFR Advance pursuant to Section 6.2.1.
- [1.1.156](#) ~~1.1.154~~ **“Facility D Available Commitment”** except for the purposes of Section ~~9.12.39.13.3~~, means at any time, with respect to all the Lenders, the amount at such time of the Facility D Total Commitment less the amount of the Facility D Loan at such time; and with respect to any one Lender, the amount of the Facility D Available Commitment multiplied by the Facility D Participation of such Lender.

- 1.1.157 ~~1.1.155~~ **“Facility D Availability Period”** means the period commencing on the date of this Agreement and ending on September 27, 2026.
- 1.1.158 ~~1.1.156~~ **“Facility D Commitment”** in relation to a Lender means at any time the amount set opposite its name in **Schedule 1.1.74** in respect of Facility D Commitment less any amount by which it has been cancelled, terminated or reduced in accordance with this Agreement, as it may be adjusted pro rata or otherwise further to an assignment or otherwise.
- 1.1.159 ~~1.1.157~~ **“Facility D Credit”** means the committed revolving credit facility in the maximum amount of FIFTY MILLION USDOLLARS (US\$50,000,000), as such maximum amount may be reduced from time to time pursuant to the terms hereof, which the Lenders will make available to the US Borrower pursuant to, and in accordance with the terms of, ARTICLE 6 and the other provisions of this Agreement.
- 1.1.160 ~~1.1.158~~ **“Facility D Loan”** means the aggregate amount of all Facility D Advances outstanding at such time in USDollars by way of US Prime Rate Loan and SOFR Loan under Facility D Credit.
- 1.1.161 ~~1.1.159~~ **“Facility D Maturity Date”** means the Facility D Termination Date.
- 1.1.162 ~~1.1.160~~ **“Facility D Participation”** of a Lender means the percentage of the Facility D Total Commitment indicated opposite its name in **Schedule 1.1.74** with respect to its Facility D Commitment, as it may be adjusted pro rata or otherwise further to an assignment or otherwise or, as the context requires, the amount of such Facility D Participation in any Facility D Advance or in any repayment thereof.
- 1.1.163 ~~1.1.161~~ **“Facility D Termination Date”** means, at any time, the last day of the Facility D Availability Period.
- 1.1.164 ~~1.1.162~~ **“Facility D Total Commitment”** means at any time the aggregate of the Facility D Commitments of all the Lenders, less any amount by which it shall have been cancelled, terminated or reduced pursuant to this Agreement.
- ~~1.1.163~~ **“Facility E Advance”** means (a) a direct advance by a Lender to the Canadian Borrower by way of Canadian Rate Advance, and (b) the Acceptance of Bankers’ Acceptances pursuant to Section 10.1 and BA Equivalent Advances pursuant to Section 10.3.
- ~~1.1.164~~ **“Facility E Available Commitment”** except for the purposes of Section 9.12.4, means at any time, with respect to all the Lenders, the amount at such time of the Facility E Total Commitment less the amount of the Facility E Loan at such time; and with respect to any one Lender, the amount of the Facility E Available Commitment multiplied by the Facility E Participation of such Lender.

- 1.1.165 **“Facility E Availability Period”** means the period commencing on September 27, 2021 and ending the date of the Second Amending Agreement.
- 1.1.166 **“Facility E Commitment”** in relation to a Lender means at any time the amount set opposite its name in **Schedule 1.1.74** in respect of Facility E Commitment less any amount by which it has been cancelled, terminated or reduced in accordance with this Agreement, as it may be adjusted pro rata or otherwise further to an assignment or otherwise.
- 1.1.167 **“Facility E Credit”** means the committed non-revolving term credit facility in the maximum amount of SEVEN HUNDRED AND SEVENTY-FIVE MILLION CDOLLARS (C\$775,000,000), as such maximum amount may be reduced from time to time pursuant to the terms hereof, which the Lenders will make available to the Canadian Borrower pursuant to, and in accordance with the terms of, ARTICLE 7 and the other provisions of this Agreement.
- 1.1.168 **“Facility E Loan”** means the aggregate amount of (a) the amount of all Facility E Advances outstanding at such time in CDollars by way of Canadian Rate Loan, plus (b) to the extent not included in paragraph (a) of this Section 1.1.168, the face amount of all Bankers’ Acceptances which have been accepted by a Lender under the Facility E Credit, prior to their respective maturity dates.
- 1.1.169 **“Facility E Maturity Date”** means September 27, 2026.
- 1.1.170 **“Facility E Participation”** of a Lender means the percentage of the Facility E Total Commitment indicated opposite its name in **Schedule 1.1.74** with respect to its Facility E Commitment, as it may be adjusted pro rata or otherwise further to an assignment or otherwise or, as the context requires, the amount of such Facility E Participation in any Facility E Advance or in any repayment thereof.
- 1.1.171 **“Facility E Termination Date”** means, at any time, the last day of the Facility E Availability Period.
- 1.1.172 **“Facility E Total Commitment”** means at any time the aggregate of the Facility E Commitments of all the Lenders, less any amount by which it shall have been cancelled, terminated or reduced pursuant to this Agreement.
- 1.1.165 **“Facility E Credit”** means the non-revolving term facility committed under the Original Credit Agreement.
- 1.1.166 **“FATCA”** means Section 1471 through Section 1474 of the Code as in effect on the date hereof or any amended or successor provision that is substantively comparable and not materially more onerous to comply with any current or future regulations promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor provision described above) and any intergovernmental agreement with implementing the foregoing) and any law, regulation or practice adopted pursuant to any such intergovernmental agreement.

- [1.1.167](#) ~~1.1.174~~ **"FCPA"** means the United States Foreign Corrupt Practices Act of 1977 (Pub. L. No. 95213, §§ 101.104), as amended.
- [1.1.168](#) ~~1.1.175~~ **"Fee Letter"** means the fee letter issued by BMO and accepted by the Canadian Borrower on or about September 7, 2021, as it may be amended, supplemented or restated from time to time.
- [1.1.169](#) ~~1.1.176~~ **"Federal Funds Effective Rate"** means, for any particular day, the variable rate of interest per annum, calculated on the basis of a year of 360 days and for the actual number of days elapsed, equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York or, for any Business Day on which such rate is not so published by the Federal Reserve Bank of New York, from three Federal Funds brokers of recognized standing selected by the Administrative Agent.
- [1.1.170](#) ~~1.1.177~~ **"Fifth ARCA"** shall have the meaning ascribed to such term in the recitals.
- [1.1.171](#) ~~1.1.178~~ **"Financial Covenants"** shall have the meaning ascribed to such term in Section 14.2.2.
- [1.1.172](#) ~~1.1.179~~ **"Financial Lease"** means a lease of an asset providing the right of use of such asset, that has the economic characteristics of asset ownership, with a term of not less than 75% of the asset's useful life, the present value of lease payments thereunder must be not less than 90% of the asset's market value at the time of entering into the lease and the lessee must acquire, or have the right to acquire, ownership of the asset at the end of the lease term.
- [1.1.173](#) ~~1.1.180~~ **"Financial Lease Obligation"** means, as to any Person, the obligations of such Person under a Financial Lease, provided that the amount of such obligations shall be the capitalized amount thereof, determined in accordance with Applicable Accounting Principles.
- [1.1.174](#) ~~1.1.181~~ **"First Lien Intercreditor Agreement"** means the first lien intercreditor agreement dated September 30, 2016 among the Canadian Borrower, the Guarantors, the Administrative Agent, the administrative agent under the Term Loan Agreement and Computershare Trust Company, N.A. as collateral agent under the Senior Secured Notes, as such agreement has been and may be further amended, restated, supplemented, amended and restated or otherwise modified from time to time.
- [1.1.175](#) **"Floor"** means the rate per annum of interest equal to 0.00%.

- 1.1.176 ~~1.1.182~~ **“Foreign Lender”** means any Lender that is not organized under the laws of the jurisdiction in which the Canadian Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Loan Document to be resident for income tax or withholding tax purposes in the jurisdiction in which the Canadian Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.
- 1.1.177 ~~1.1.183~~ **“Foreign Plan”** means any retirement benefit or pension plan maintained or contributed to by, or entered into with, the Canadian Borrower or any Restricted Subsidiary with respect to any employees employed outside the United States or Canada other than a retirement benefit or pension plan maintained exclusively by a Governmental Authority.
- 1.1.178 ~~1.1.184~~ **“Former Lender”** means a Lender under the Third ARCA, Fourth ARCA or Fifth ARCA that is not a Lender as of the Closing Date.
- 1.1.179 ~~1.1.185~~ **“Fourth ARCA”** shall have the meaning ascribed to such term in the recitals.
- 1.1.180 ~~1.1.186~~ **“Fund”** means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.
- 1.1.181 ~~1.1.187~~ **“GAAP”** means, at the option of the Canadian Borrower, (i) IFRS or (ii) Canadian accounting standards for private enterprises, in each case as in effect from time to time in Canada, applicable to the relevant period, applied in a consistent manner from period to period.
- 1.1.182 ~~1.1.188~~ **“Governmental Authority”** means the government of Canada or the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.
- 1.1.183 ~~1.1.189~~ **“Group”** means the Canadian Borrower and its Restricted Subsidiaries from time to time.
- 1.1.184 ~~1.1.190~~ **“Guarantees”** means, with respect to any Person, any debt of another Person which such guaranteeing Person has guaranteed or in respect of which such guaranteeing Person is liable, contingently or otherwise, including, without limitation, liable by way of agreement to purchase property or services which amounts to indirectly guaranteeing such other Person’s obligations, to provide funds for payment, to supply funds to or otherwise invest in or lend to such other Person, or otherwise to assure a creditor of such other Person against loss, other than endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee, unless such primary obligation and the maximum amount for which such guaranteeing Person may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guaranteeing Person’s maximum reasonably anticipated liability in respect thereof as determined by the Administrative Agent, in good faith.

- 1.1.185 ~~1.1.191~~“**Guarantors**” means collectively (i) each Person named on **Schedule ~~1.1.191~~1.1.185**, (ii) each other Person who shall become a Guarantor in accordance with the provisions of this Agreement, (iii) the Canadian Borrower with respect to its Guarantee of the Obligations of the US Borrower, and (iv) any successor of any Guarantor and including any corporation resulting from the amalgamation or merger of a corporate Guarantor with any Person.
- 1.1.186 ~~1.1.192~~“**Hazardous Materials**” means:
- 1.1.186.1 ~~1.1.192.1~~any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas;
- 1.1.186.2 ~~1.1.192.2~~any chemicals, materials or substances defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, “extremely hazardous waste”, “restricted hazardous waste”, “toxic substances”, “toxic pollutants”, “contaminants”, or “pollutants”, or words of similar import, under any applicable Environmental Law; and
- 1.1.186.3 ~~1.1.192.3~~any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.
- 1.1.187 ~~1.1.193~~“**Hedge Provider**” means, at any time and in respect of any Permitted Hedging Agreement, the counterparty party to such Permitted Hedging Agreement at such time with any member of the Group.
- 1.1.188 ~~1.1.194~~“**Hedging Agreement**” means any currency or interest rate swap agreement, spot, future, forward or other foreign exchange arrangement, rate cap, rate floor or forward rate agreement or other rate protection transaction, repurchase or reverse repurchase agreement, commodity option or any derivative, combination or option in respect of, or agreement similar to, any of the foregoing.
- 1.1.189 ~~1.1.195~~“**High Yield Notes**” means, collectively, any high yield notes outstanding as of the Closing Date (including any Senior Secured Notes) and any other high yield notes permitted to be incurred in compliance with the provisions of Section 14.3.1.14 of this Agreement.

1.1.190 ~~1.1.196~~ “**IFRS**” International Financing Reporting Standards in effect from time to time.

1.1.191 ~~1.1.197~~ “**Immaterial Subsidiaries**” means any Restricted Subsidiary with respect to which, as of the last day of the most recently ended applicable test period on or prior to the date of determination, Adjusted EBITDA or Consolidated Total Assets attributable to such Restricted Subsidiary for the period of four consecutive fiscal quarters ending on such date does not exceed 2.5% of the Adjusted EBITDA or Consolidated Total Assets of the Canadian Borrower and the Restricted Subsidiaries for such period; provided that if the aggregate Adjusted EBITDA or Consolidated Total Assets attributable to Restricted Subsidiaries that are Immaterial Subsidiaries shall exceed 5.0% of Adjusted EBITDA or Consolidated Total Assets of the Canadian Borrower and its Restricted Subsidiaries for such four-quarter period, then the Canadian Borrower shall re-designate one or more of such Restricted Subsidiaries to not be Immaterial Subsidiaries within twenty (20) Business Days after delivery of the Compliance Certificate for such fiscal quarter such that only Restricted Subsidiaries as shall then have aggregate Adjusted EBITDA and or Consolidated Total Assets of 5.0% or less of the Adjusted EBITDA and Consolidated Total Assets of the Canadian Borrower and the Restricted Subsidiaries shall constitute Immaterial Subsidiaries.

1.1.192 ~~1.1.198~~ “**Indebtedness**” means, in respect of any Obligor, without duplication (in each case, whether such obligation is with full or limited recourse):

1.1.192.1 ~~1.1.198.1~~ any obligation of such Obligor for borrowed money;

1.1.192.2 ~~1.1.198.2~~ any obligation of such Obligor evidenced by a bond, debenture, note or other similar instrument but excluding the amortizing note portion of any TEUs;

1.1.192.3 ~~1.1.198.3~~ any obligation of such Obligor to pay the deferred purchase price of property or services, including without limitation any account payables but excluding any earnout payment or similar type of payment in connection with a Permitted Acquisition;

1.1.192.4 ~~1.1.198.4~~ Financial Lease Obligations of such Obligor;

1.1.192.5 ~~1.1.198.5~~ any obligation of such Obligor to reimburse any other Person in respect of amounts drawn or drawable under any letter of credit or other guarantee or surety or similar bond or under any bankers’ or trade acceptance issued or accepted by such other Person, whether contingent or non-contingent;

1.1.192.6 ~~1.1.198.6~~ all obligations of such Obligor to purchase, redeem, retire, decrease or otherwise make any payment in respect of any Equity Interests of or other ownership or profit interest in such Obligor or any other Person, valued, in the case of redeemable preferred stock, at the greater of its voluntary liquidation preference plus accrued and unpaid dividends, but excluding obligations under TEUs;

- [1.1.192.7](#) ~~1.1.198.7~~ any obligation of such Obligor to purchase securities or other property that arises out of or in connection with the sale of the same or substantially similar securities or property;
- [1.1.192.8](#) ~~1.1.198.8~~ any indebtedness of others secured by a Lien on any Asset of such Obligor, including Purchase Money Mortgages;
- [1.1.192.9](#) ~~1.1.198.9~~ any indebtedness of others guaranteed by such Obligor;
- [1.1.192.10](#) ~~1.1.198.10~~ all obligations and liabilities of such Obligor in respect of “Specified Transactions” (as such term is defined in the 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc.), including without limitation, the Permitted Hedging Agreements; and
- [1.1.192.11](#) ~~1.1.198.11~~ all obligations of such Obligor under Other Leases.
- [1.1.193](#) ~~1.1.199~~ “**Indemnified Taxes**” means Taxes other than Excluded Taxes.
- [1.1.194](#) ~~1.1.200~~ “**Intercreditor Agreement**” means the second amended and restated intercreditor agreement dated August 2, 2018 between the Canadian Borrower, the US Borrower, the Guarantors, the Administrative Agent, the Lenders and the Hedge Providers.
- [1.1.195](#) ~~1.1.201~~ “**Interest Bearing Debt**” of the Canadian Borrower shall include, on a consolidated basis: (i) obligations of the Canadian Borrower, its Restricted Subsidiaries and any Sustainability Entity referred to in subsection (ii) of such definition for borrowed money in respect of which the principal bears interest; (ii) indemnity or reimbursement obligations to financial institutions and bonding companies who issued letters of credit or letters of guarantee and surety and similar bonds for the account of the Canadian Borrower or any of its Restricted Subsidiaries, other than such obligations in respect of undrawn letters of credit or letters of guarantee and surety and similar bonds; (iii) obligations secured by Purchase Money Mortgage or obligations representing the deferred purchase price of property or services acquired by the Canadian Borrower or any of its Restricted Subsidiaries, other than trade accounts payable by the Canadian Borrower or any of its Restricted Subsidiaries arising in the ordinary course of business, (iv) obligations of the Canadian Borrower or any of its Restricted Subsidiaries under bankers’ acceptances, depository bills or depository notes ~~(as these latter two expressions are defined in the DBNA)~~, (v) Financial Lease Obligations of the Canadian Borrower or any of its Restricted Subsidiaries; (vi) obligations of the Canadian Borrower or any of its Restricted Subsidiaries under Other Leases; (vii) obligations of the Canadian Borrower or any of its Restricted Subsidiaries evidenced by bonds, debentures or promissory notes; and (viii) the maximum fixed redemption or repurchase price of redeemable Equity Interests of the Canadian Borrower which is redeemable at the option of the holder thereof, is redeemable on a fixed date or is redeemable during fixed intervals, in each case prior to the Maturity Date, but excluding obligations under TEUs or short term non-interest bearing liabilities and future income taxes (both current and long term), in each case all as is required to be disclosed in the financial statements or notes thereto of the Canadian Borrower or any of its Restricted Subsidiaries in accordance with Applicable Accounting Principles. Notwithstanding the foregoing, in respect of any Sustainability Entity referred to in subsection (ii) of such definition, the amount of Interest Bearing Debt to be included pursuant to this definition shall be the amount thereof that is proportionate to the Equity Interest held by the Canadian Borrower or the applicable Restricted ~~Subsidiary~~ Subsidiary in such Sustainability Entity. Interest Bearing Debt shall be determined for the Canadian Borrower on a consolidated basis by reference to the Canadian Borrower, all of its Restricted Subsidiaries and the proportionate amount in respect of any Sustainability Entity referred to in subsection (ii) of such definition.

- 1.1.196 ~~1.1.202~~ “**Interest Coverage Ratio**” means the ratio of Adjusted EBITDA to Consolidated Interest Expense.
- 1.1.197 ~~1.1.203~~ “**Interest Payment Date**” means (a) in respect of a Canadian Rate Loan, a US Base Rate Loan and a US Prime Rate Loan, the last day of each and every month; ~~and (b) in respect of a Term CORRA Loan and a Daily Compounded CORRA Loan, the last day of each Interest Period therefor, (c)~~ in respect of a SOFR Loan, the last day of each Interest Period applicable to such SOFR Loan and, if the applicable Interest Period is longer than 3 months, each day prior to the last day of such Interest Period that occurs at three (3) month intervals after the first day of such Interest Period, ~~(ed)~~ in respect of Facility A Credit, the Facility A Maturity Date, ~~(de)~~ in respect of Facility C Credit, the Facility C Maturity Date, and ~~(ef)~~ in respect of Facility D Credit, the Facility D Maturity Date.
- 1.1.198 ~~1.1.204~~ “**Interest Period**” means:
- 1.1.198.1 ~~1.1.204.1~~ with respect to each Canadian Rate Advance, US Base Rate Advance and US Prime Rate Advance, the period commencing on the applicable Drawdown Date or Conversion Date, as the case may be, and terminating on the date selected by the Borrower hereunder for the Conversion of such Advance into another type of Advance or for the repayment of such Advance;
- ~~1.1.204.2 with respect to each Bankers’ Acceptance and BA Equivalent Advance, the period selected by the Borrower hereunder and being 1, 2 or 3 months’ duration, subject to availability, commencing on the Drawdown Date, Rollover Date or Conversion Date of such Advance;~~
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- 1.1.198.2 ~~1.1.204.3~~with respect to a ~~SOFR Loan Portion~~with respect to a Term CORRA Advance, the period commencing on the date such ~~SOFR Loan Portion~~Term CORRA Advance is advanced, continued, or created by Conversion and ending on the numerically corresponding day in the calendar month that is ~~one (1) or three (3) months thereafter, 3 or 6 months thereafter, as specified in the applicable Notice of Borrowing, Notice of Conversion or Notice of Rollover; and~~as specified in the applicable Notice of Borrowing, Notice of Conversion or Notice of Rollover;
- 1.1.198.3 ~~1.1.204.3~~with respect to a Daily Compounded CORRA Advance, the period commencing on the date such Daily Compounded CORRA Advance is advanced, continued, or created by Conversion and ending on the numerically corresponding day in the calendar month that is one (1) or three (3) months thereafter, as specified in the applicable Notice of Borrowing, Notice of Conversion or Notice of Rollover; and
- 1.1.198.4 ~~1.1.204.3~~with respect to a SOFR Loan Portion, the period commencing on the date such SOFR Loan Portion is advanced, continued, or created by Conversion and ending on the numerically corresponding day in the calendar month that is one (1), three (3) or six (6) months thereafter, as specified in the applicable Notice of Borrowing, Notice of Conversion or Notice of Rollover;
- 1.1.198.5 ~~1.1.204.4~~with respect to a Letter of Credit, the period commencing on the date of issuance of the Letter of Credit and terminating on the last day that the Letter of Credit is outstanding;
- provided that:
- 1.1.198.6 ~~1.1.204.5~~no Interest Period shall extend beyond the final maturity date of the relevant Advance;
- 1.1.198.7 ~~1.1.204.6~~whenever the last day of any Interest Period would otherwise be a day that is not a Business Day, the last day of such Interest Period shall be extended to the next succeeding Business Day, provided that, if such extension would cause the last day of an Interest Period for a Daily Compounded CORRA Advance, a Term CORRA Advance or a SOFR Loan Portion to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Business Day; ~~and~~
- 1.1.198.8 ~~1.1.204.7~~for purposes of determining an Interest Period for a Daily Compounded CORRA Advance, a Term CORRA Advance or a SOFR Loan Portion, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month; provided that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Business Day of a calendar month, then such Interest Period shall end on the last Business Day of the calendar month in which such Interest Period is to end-; ~~and~~

- 1.1.198.9 no tenor that has been removed from this definition pursuant to Section 18.6.4 or Section 18.8.4 shall be available for specification in the Notice of Borrowing, Notice of Conversion or Notice of Rollover.
- 1.1.199 ~~1.1.205~~ **“IP Rights”** shall have the meaning ascribed to such term in Section 2.1.13.
- 1.1.200 ~~1.1.206~~ **“IRS”** means the Internal Revenue Service of the United States.
- 1.1.201 ~~1.1.207~~ **“ISDA Master Agreement”** means the applicable standard Master Agreement of the International Swap and Derivatives Association, Inc. in effect from time to time and includes all its schedules, credit support annexes and all confirmations documented pursuant thereto.
- 1.1.202 ~~1.1.208~~ **“Issuing Bank”** means the Person named elsewhere in this Agreement as the issuer of Letters of Credit on the basis that it is “fronting” for other Lenders and not on the basis that it is the attorney of other Lenders to sign Letters of Credit on their behalf, or any successor issuer of Letters of Credit. For greater certainty, where the context requires, references to “Lenders” include the Issuing Bank. BMO is an Issuing Bank. Barclays Bank PLC is an Issuing Bank solely under the Facility A Credit, provided that Barclays Bank PLC issues standby Letters of Credit only. JPMorgan Chase Bank, N.A., Toronto Branch is an Issuing Bank.
- 1.1.203 ~~1.1.209~~ **“ITA”** means the Income Tax Act (Canada) and the regulations promulgated thereunder, as amended from time to time.
- 1.1.204 ~~1.1.210~~ **“Joint Venture”** means (a) any Person which would constitute an “equity method investee” of the Canadian Borrower or any of the Restricted Subsidiaries and (b) any Person in whom the Canadian Borrower or any of the Restricted Subsidiaries beneficially owns any Equity Interest that is not a Subsidiary.
- 1.1.205 ~~1.1.211~~ **“LCA Election”** shall have the meaning ascribed to such term in 1.15.
- 1.1.206 ~~1.1.212~~ **“LCA Test Date”** shall have the meaning ascribed to such term in 1.15.
- 1.1.207 ~~1.1.213~~ **“Lender’s Proportionate Share”** means, in respect of each Lender at any time:
- 1.1.207.1 ~~1.1.213.1~~ prior to the Administrative Agent making a declaration under Section 16.2, in the case of any determination to be made with respect to the Facility A Credit, the proportion that its Facility A Commitment at such time bears to the Facility A Total Commitment at such time, but in each case excluding the Swingline Limit;

1.1.207.2 ~~1.1.213.2~~ prior to the Administrative Agent making a declaration under Section 16.2, in the case of any determination to be made with respect to the Facility C Credit, the proportion that its Facility C Commitment at such time bears to the Facility C Total Commitment at such time;

1.1.207.3 ~~1.1.213.3~~ prior to the Administrative Agent making a declaration under Section 16.2, in the case of any determination to be made with respect to the Facility D Credit, the proportion that its Facility D Commitment at such time bears to the Facility D Total Commitment at such time;

~~1.1.213.4 prior to the Administrative Agent making a declaration under Section 16.2, in the case of any determination to be made with respect to the Facility E Credit, the proportion that its Facility E Commitment at such time bears to the Facility E Total Commitment at such time;~~

1.1.207.4 ~~1.1.213.5~~ prior to the Administrative Agent making a declaration under Section 16.2, in the case of any determination to be made with respect to any other amounts to be advanced or received hereunder, the proportion that its Commitment at such time bears to the Total Commitment at such time; and

1.1.207.5 ~~1.1.213.6~~ after the Administrative Agent makes a declaration under Section 16.2, in the case of any determination to be made hereunder, the proportion that the Obligations owing to each Lender bears to all Obligations;

and the terms “**rateable**” and “**rateably**” shall have the corresponding meanings.

1.1.208 ~~1.1.214~~ “**Lenders**” means, collectively, all of the banks and other financial institutions named as lenders on the signature pages of this Agreement and other lenders party from time to time hereto and their respective successors and Eligible Assignees and “**Lender**” means any one of them. When used in connection with “Hedging Agreements”, the term “Lender” shall include Affiliate of a Lender. When used in connection with the Guarantees or the Security Documents, the term “Lender” shall include counterparty to a Hedging Agreement, provided that the counterparty was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into. For greater certainty, without limiting the generality of the foregoing, the term “Lenders” includes BMO, in its capacity as Issuing Bank and Swingline Lender.

1.1.209 ~~1.1.215~~ “**Lenders’ Counsel**” means Davies Ward Phillips & Vineberg LLP and, in respect of any jurisdiction other than Ontario, Alberta and British Columbia, such other counsel in such jurisdiction as may be retained as counsel by or on behalf of the Administrative Agent and the Lenders.

1.1.210 ~~1.1.216~~ “**Letter of Credit**” means a Facility A Letter of Credit which is outstanding from time to time; and “**Letters of Credit**” means collectively all of the Facility A Letters of Credit which are outstanding from time to time.

- [1.1.211](#) ~~1.1.217~~ **“Letter of Credit Application”** has the meaning ascribed to such term in Section 11.7.1.
- [1.1.212](#) ~~1.1.218~~ **“Letter of Credit Commission”** means the letter of credit commission payable pursuant to Section 11.9.1.
- [1.1.213](#) ~~1.1.219~~ **“Letter of Credit Exposure”** means, at a particular time in respect of Facility A Letters of Credit, the sum of (i) the undrawn and unexpired aggregate amount of all Facility A Letters of Credit outstanding in CDollars plus the Equivalent Amount in CDollars of all Facility A Letters of Credit outstanding in USDollars; and (ii) the aggregate amount of drawings under the Facility A Letters of Credit in CDollars plus the Equivalent Amount in CDollars of drawings under the Facility A Letters of Credit in USDollars which have not been reimbursed pursuant to Section 11.8.2.
- [1.1.214](#) ~~1.1.220~~ **“Leverage Ratio”** means the ratio of Total Net Funded Debt to Adjusted EBITDA.
- [1.1.215](#) ~~1.1.221~~ **“Lien”** means a mortgage, hypothec, legal hypothec, prior claim, pledge, lien, charge or encumbrance, whether fixed or floating, on, or any security interest in any property, whether immovable or real, movable or personal, or mixed, tangible or intangible or a pledge or hypothecation thereof or trust or presumed trust or any other mechanism or right benefiting the holder thereof or any conditional sale agreement or other title retention agreement or equipment trust relating thereto or any Financial Lease.
- [1.1.216](#) ~~1.1.222~~ **“Limited Condition Transaction”** means any Permitted Acquisition or Investment permitted by this Agreement, in each case whose consummation is not conditioned on the availability of, or on obtaining, third party financing.
- [1.1.217](#) ~~1.1.223~~ **“Loan”** means at any time the aggregate of the Facility A Loan, the Facility C Loan, the Facility D ~~Loan, the Facility E~~-Loan and, unless the context otherwise requires or already included in the Facility A Loan, the Swingline Loan, at such time.
- [1.1.218](#) ~~1.1.224~~ **“Loan Documents”** means, collectively, this Agreement, the Security Documents, the Letter of Credit Applications, the Permitted Hedging Agreements, the Fee Letter, the Intercreditor Agreement, the First Lien Intercreditor Agreement, the Secured Cash Management Agreements and all other documents, instruments and agreements (including without limitation any Guarantee) executed and delivered by any Obligor in connection directly or indirectly with this Agreement, any Borrowing, the Bank Products or otherwise referred to or contemplated under or by this Agreement or any such documents, instruments or agreements.

- 1.1.219 ~~1.1.225~~ **“Management Equityholders”** means any of (i) any current or former director, officer, employee or member of management of the Canadian Borrower or any of its Subsidiaries or any direct or indirect parent thereof who, at any time, is an investor in the Canadian Borrower or any direct or indirect parent thereof, (ii) any trust, partnership, limited liability company, corporate body or other entity established by any such director, officer, employee or member of management of the Canadian Borrower or any of its Subsidiaries (or by any Person described in the succeeding clauses (iii) and (iv), as applicable) to hold an investment in the Canadian Borrower or any direct or indirect parent thereof in connection with such Person’s estate or tax planning, (iii) any spouse, parents or grandparents of any such director, officer, employee or member of management of the Canadian Borrower or any of its Subsidiaries and any and all descendants of the foregoing, together with any spouse of any of the foregoing Persons, who are transferred an investment in the Canadian Borrower or any direct or indirect parent thereof by any such director, officer, employee or member of management of the Canadian Borrower or any of its Subsidiaries in connection with such Person’s estate or tax planning and (iv) any Person who acquires an investment in the Canadian Borrower or any direct or indirect parent thereof by will or by the Applicable Laws of intestate succession as a result of the death of an employee of the Canadian Borrower or any of its Subsidiaries.
- 1.1.220 ~~1.1.226~~ **“Margin Stock”** has the meaning set forth in Regulation U of the FRB, or any successor thereto.
- 1.1.221 ~~1.1.227~~ **“Material Acquisition”** means a Permitted Acquisition for which the Acquisition Consideration is greater than US\$1,000,000,000 (excluding expenses of the Acquisition).
- 1.1.222 ~~1.1.228~~ **“Material Adverse Effect”** means a change or changes in or effect(s) on, either individually or in the aggregate, the business, assets, liabilities, financial position or operating results of the Group taken as a whole, which materially adversely affect(s) or could reasonably be expected to materially adversely affect the ability of any Obligor to perform its material obligations under this Agreement and the other Loan Documents in accordance with the respective terms thereof or the validity or enforceability of any of this Agreement or the other Loan Documents.
- 1.1.223 ~~1.1.229~~ **“Material Contract”** means (i) on the Closing Date, the contracts listed in **Schedule 2.1.24**; and (ii) after the Closing Date, any contract from which the Obligors derived more than ten percent (10%) of their consolidated revenues for the fiscal year of the Canadian Borrower most recently ending.
- 1.1.224 ~~1.1.230~~ **“Material Debt Instrument”** means any physical instrument evidencing obligations in excess of C\$5,000,000.

[1.1.225](#)

~~1.1.231~~ “**Material Real Property**” means (i) real property that has a net book value in excess of US\$30,000,000 that (A) is owned by an Obligor or is acquired by an Obligor or (B) is owned by a Person that becomes a Subsidiary after the date hereof as a result of an Acquisition; and (ii) real property owned by an Obligor, in respect of which mortgages were granted to the Administrative Agent prior to September 30, 2016 and are listed in **Schedule 2.1.11**, but excluding, in each case, real property that is located in a Mortgage Tax Jurisdiction provided that, in the case of a real property located in any Other Mortgage Tax State (as defined in the definition of “Mortgage Tax Jurisdiction”) the applicable mortgage recording tax, intangible tax, documentary tax or similar tax would exceed US\$250,000.

[1.1.226](#)

~~1.1.232~~ “**Material Subsidiary**” means any Restricted Subsidiary that is not an Immaterial Subsidiary.

[1.1.227](#)

~~1.1.233~~ “**Maturity Date**” means (i) in respect of the Facility A Credit, the Facility A Maturity Date, (ii) in respect of the Facility C Credit, the Facility C Maturity Date, and (iii) in respect of the Facility D Credit, the Facility D Maturity Date, ~~and (iv) in respect of the Facility E Credit, the Facility E Maturity Date.~~

[1.1.228](#)

~~1.1.234~~ “**Minimum Guarantor Requirement**” has the meaning ascribed to such term in Section 14.1.9.7

[1.1.229](#)

~~1.1.235~~ “**Minor Title Defects**” means title defects or irregularities which are of a minor nature and in the aggregate will not substantially impair the use of the property affected by such title defect or irregularity for the purposes for which it is held by the owner thereof, nor substantially diminish any Security Interests for the benefit of the Administrative Agent and the Lenders thereon.

[1.1.230](#)

~~1.1.236~~ “**Moody’s**” means Moody’s Investors Service and its successors.

[1.1.231](#)

~~1.1.237~~ “**Mortgage Tax Jurisdiction**” shall mean Alabama, Florida, Minnesota, New York, Oklahoma, Tennessee, Virginia, Washington, D.C., Georgia, Maryland and any other state in the United States (“**Other Mortgage Tax State**”) that imposes a mortgage recording tax, intangible tax, documentary tax or similar tax in connection with the execution or filing of a mortgage, deed of trust, deed to secure debt or similar instrument.

[1.1.232](#)

~~1.1.238~~ “**Multiemployer Plan**” means any multiemployer plan as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA, to which the Canadian Borrower, any Guarantor or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

[1.1.233](#)

~~1.1.239~~ “**Municipal Waste Contract**” means any contract or franchise agreement with a municipality or a Producer Responsibility Organization for waste management services, including collection, hauling, disposal and/or processing services, or any local ordinance granting an exclusive waste management services franchise, including collection, hauling disposal and/or processing services.

- [1.1.234](#) ~~1.1.240~~ “**Net Funded Secured Debt**” means the sum of (i) Total Net Funded Debt in respect of which the Canadian Borrower or any Restricted Subsidiary has provided a Security Interest against any of its Assets including Indebtedness under this Agreement and under the Term Loan Agreement, plus (ii) Financial Leases, plus (iii) the amount by which the obligations of all Obligor under Other Leases, in the aggregate, exceeds the greater of (a) C\$200,000,000, and (b) 7.5% of Consolidated Total Assets.
- [1.1.235](#) ~~1.1.241~~ “**Net Income**” – means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP.
- [1.1.236](#) ~~1.1.242~~ “**Non-Debt Fund Affiliate**” means an Affiliate of any Equity Sponsor that is neither the Canadian Borrower, a Subsidiary nor an Affiliated Debt Fund.
- [1.1.237](#) ~~1.1.243~~ “**Non-Funding Lender**” means any Lender: (a) that has failed to fund any payment or Advances required to be made by it hereunder or to purchase all participations required to be purchased by it hereunder and under the Loan Documents; (b) that has given verbal or written notice to the Borrower, the Administrative Agent or any Lender or has otherwise publicly announced that it believes that it will be unable to fund advances under credit arrangements to which it is a party; (c) with respect to which a voluntary or involuntary case with respect to it or any Person that directly or indirectly Controls such Lender under any Debtor Relief Laws has been commenced or a custodian, conservator, receiver or similar official is appointed for such Lender or any Person that directly or indirectly Controls such Lender or any substantial part of their assets; (d) that has become the subject of a Bail-In Action; (e) with respect to which the Administrative Agent or the Issuing Bank has knowledge that such Lender has defaulted in fulfilling its obligations (whether as an agent, lender or letter of credit issuer) under one or more other syndicated credit facilities; or (f) with respect to which the Administrative Agent has concluded, acting reasonably, and has advised the Lenders in writing that it is of the view that, there is a reasonable chance that such Lender shall become a “Non-Funding Lender” pursuant to any of (a), (b), (c) or (d) above and that such Lender has been deemed a “Non-Funding Lender”.
- [1.1.238](#) ~~1.1.244~~ “**Notice of Borrowing**” means an irrevocable notice addressed to the Administrative Agent in substantially the form of **Schedule 3.2** with respect to Facility A Credit, in substantially the form of **Schedule 5.2** with respect to Facility C Credit, and in substantially the form of **Schedule 6.2** with respect to Facility D Credit, ~~and in substantially the form of Schedule 7.2 with respect to Facility E~~ Credit, in each case specifying in respect of a proposed Borrowing the Drawdown Date, the amount, the proposed currency, if applicable, and, in respect of a proposed Borrowing to which Adjusted Term SOFR ~~+~~ Adjusted Daily Compounded CORRA or Adjusted Term CORRA (in each case, plus the Applicable Margin) will be applicable, the initial Interest Period, ~~and, in respect of a proposed Borrowing by way of Acceptances under the Facility A Credit, the Banking Day upon which the Bankers’ Acceptances will mature.~~

1.1.239 ~~1.1.245~~ “**Notice of Conversion**” means (i) an irrevocable notice delivered to the Administrative Agent by the Canadian Borrower pursuant to Section 3.8 substantially in the form of **Schedule 3.8**, (ii) an irrevocable notice delivered to the Administrative Agent by the US Borrower pursuant to Section 5.6 substantially in the form of **Schedule 5.6**, and (iii) an irrevocable notice delivered to the Administrative Agent by the US Borrower pursuant to Section 6.6 substantially in the form of **Schedule 6**. ~~and (iv) an irrevocable notice delivered to the Administrative Agent by the Canadian Borrower pursuant to Section 7.6 substantially in the form of Schedule 7.6.~~

1.1.240 ~~1.1.246~~ “**Notice of Optional Repayment**” means (i) an irrevocable notice delivered to the Administrative Agent by the Canadian Borrower pursuant to Section 8.2 substantially in the form of **Schedule 8.2**, (ii) an irrevocable notice delivered to the Administrative Agent by the US Borrower pursuant to Section 8.4 substantially in the form of **Schedule 8.4**, (iii) an irrevocable notice delivered to the Administrative Agent by the US Borrower pursuant to Section 8.6 substantially in the form of **Schedule 8.6** and (iv) an irrevocable notice delivered to the Administrative Agent by the Canadian Borrower pursuant to Section ~~8.9~~ 8.7 substantially in the form of **Schedule ~~8.9~~ 8.7**.

1.1.241 ~~1.1.247~~ “**Notice of Rollover**” means (i) an irrevocable notice delivered to the Administrative Agent by the Canadian Borrower pursuant to Section ~~10.28~~ 8.12, Section ~~10.3~~ 8.13 or Section 8.14 substantially in the form of **Schedule ~~8.14~~ 8.7(A)**, (ii) an irrevocable notice delivered to the Administrative Agent by the US Borrower pursuant to Section ~~8.14~~ 8.12 substantially in the form of **Schedule ~~8.14~~ 8.7(C) or Schedule 8.7(D)**.

1.1.242 ~~1.1.248~~ “**Obligations**” means, in respect of the Obligors, in each case whether now existing or hereafter arising, the aggregate outstanding principal of and interest on the Loan (including for greater certainty the Swingline Loan), the Letter of Credit Exposure, Permitted Hedging Agreement Obligations, Secured Cash Management Agreements up to an aggregate amount of C\$10,000,000, all interest accrued and to accrue thereon and all other amounts owing or which may become owing by the Obligors, or any one or more of them, to the Administrative Agent, the Lenders and the Hedge Providers, or any one or more of them, or any of their respective Affiliates, under or pursuant to this Agreement, the Permitted Hedging Agreements and the other Loan Documents (including without limitation any Guarantee and the Erroneous Payment Subrogation Rights) and under or pursuant to any Bank Products provided by a Lender, a Former Lender or any of its Affiliates, including without limitation, fees, expenses, indemnities and contingent liabilities, and all covenants and other obligations of the Obligors, or any one or more of them, to the Administrative Agent, the Lenders and the Hedge Providers, or any one or more of them, or any of their Affiliates under or pursuant to this Agreement, the other Loan Documents and the Bank Products.

- [1.1.243](#) ~~1.1.249~~ **“Obligors”** means, collectively, the Canadian Borrower, the US Borrower and each of the Guarantors.
- [1.1.244](#) ~~1.1.250~~ **“OFAC”** has the meaning specified in the definition of “Sanctions Applicable Laws and Regulations.”
- [1.1.245](#) ~~1.1.251~~ **“OID”** means original issue discount.
- [1.1.246](#) ~~1.1.252~~ **“Optional Repayment Date”** means each day which the Borrower has notified the Administrative Agent in a Notice of Optional Repayment as the date on which the Borrower shall repay the Borrowings under the Facility A Credit, or a portion thereof, in accordance with Section 8.2, the Facility C Credit, or a portion thereof, in accordance with Section 8.4, or the Facility D Credit, or a portion thereof, in accordance with Section 8.6 ~~or the Facility E Credit, or a portion thereof, in accordance with Section 8.8.~~
- [1.1.247](#) ~~1.1.253~~ **“Original Credit Agreement”** shall have the meaning ascribed to such term in the recitals.
- [1.1.248](#) ~~1.1.254~~ **“Other Applicable Indebtedness”** shall have the meaning ascribed to such term in Section 14.3.1.23.
- [1.1.249](#) ~~1.1.255~~ **“Other Lease”** means any lease determined in accordance with Applicable Accounting Principles other than (i) a Financial Lease and (ii) a lease that in accordance with Applicable Accounting Principles is an exempt or excluded lease.
- [1.1.250](#) ~~1.1.256~~ **“Other Taxes”** means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.
- [1.1.251](#) ~~1.1.257~~ **“Participant”** shall have the meaning ascribed to such term in Section 23.4.
- [1.1.252](#) ~~1.1.258~~ **“Payment Recipient”** shall have the meaning ascribed to such term in Section 12.13.1.
- [1.1.253](#) ~~1.1.259~~ **“PBGC”** means the Pension Benefit Guaranty Corporation.
- [1.1.254](#) ~~1.1.260~~ **“Pension Plan”** means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan or a Foreign Plan, that is subject to Title IV of ERISA or Section 412 of the Code and is sponsored or maintained by the Canadian Borrower, any Guarantor or any ERISA Affiliate or to which the Canadian Borrower, any Guarantor or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time in the preceding five plan years.
- [1.1.255](#) ~~1.1.261~~ **“Permitted Acquisition”** means an acquisition permitted under Section 14.3.10.

- 1.1.256 ~~1.1.262~~ **“Permitted Hedging Agreement”** means a Hedging Agreement entered into by any member of the Group with a Lender, a lender under the Term Loan, a Hedge Provider that was permitted as a Hedge Provider prior to the Closing Date pursuant to the Original Credit Agreement or, in each case, its respective Affiliate, for hedging currency, interest rate, fuel price or other commodity price fluctuations in respect of the business of the Canadian Borrower and its Subsidiaries and not for speculation, and includes, for greater certainty, any Hedging Agreements entered into by any member of the Group, before or after the date of this Agreement, for hedging currency with respect to the High Yield Notes or the Term Loan
- 1.1.257 ~~1.1.263~~ **“Permitted Hedging Agreement Obligations”** means all amounts due and payable from time to time by any member of the Group in respect of Permitted Hedging Agreements.
- 1.1.258 ~~1.1.264~~ **“Permitted Holder”** means any of (i) any Equity Sponsor, any of its Affiliates and any funds, investment vehicles or partnerships managed, advised or sub-advised by any of them or any of their respective Affiliates, but not including, however, any portfolio operating company of any of the foregoing, (ii) the Management Equityholders, (iii) the Permitted Transferees of any of the foregoing Persons and (iv) any “group” (within the meaning of Section 13(d) or Section 14(d) of the Exchange Act) of which any of the foregoing are members; provided that in the case of such “group” and without giving effect to the existence of such “group” or any other “group,” such Persons specified in clauses (i), (ii), and/or (iii) above, collectively, have beneficial ownership, directly or indirectly, of more than 50% of the aggregate ordinary voting power for election of directors represented by the issued and outstanding Equity Interests of the Canadian Borrower held, directly or indirectly, by such “group.”
- 1.1.259 ~~1.1.265~~ **“Permitted Liens”** means, as at any time, any one or more of the following:
- 1.1.259.1 ~~1.1.265.1~~ reservations in any original grants from the Crown of any land or interest therein, statutory exceptions to title and reservations of mineral rights (including coal, oil and natural gas) in any grants from the Crown or from any other predecessors in title;
- 1.1.259.2 ~~1.1.265.2~~ servitudes or easements of rights of way for purposes of public utility, or for encroachments, rights of view or otherwise, including, without in any way limiting the generality of the foregoing, the sewers, drains, gas and water mains, steam transport, electric light and power or telephone and telegraph conduits, poles and cables, pipelines or zoning restrictions affecting the use of the immovable or real properties of the Canadian Borrower or a Restricted Subsidiary which will not materially or adversely impair the use for which any one of the immovable or real properties of the Canadian Borrower or such Restricted Subsidiary is intended nor substantially diminish any Liens thereon;

- 1.1.259.3 ~~1.1.265.3~~ any Lien arising by law for Taxes not yet due or, if due and immediate payment is not required by the relevant Governmental Authority, the validity of which is being contested diligently and in good faith by or on behalf of the Canadian Borrower or a Restricted Subsidiary by proper legal proceedings, provided the action to enforce the same has not proceeded to final non-appealable judgment and adequate provision has been made for the payment thereof in accordance with Applicable Accounting Principles;
- 1.1.259.4 ~~1.1.265.4~~ any Lien arising by law out of any judgment rendered or claim filed against the Canadian Borrower or a Restricted Subsidiary, which the Canadian Borrower or such Restricted Subsidiary or others on its behalf shall be contesting diligently and in good faith by proper legal proceedings, provided the action to enforce the same has not proceeded to final non-appealable judgment and adequate provision has been made for the payment thereof in accordance with Applicable Accounting Principles;
- 1.1.259.5 ~~1.1.265.5~~ any Lien arising by law of any craftsman, workman, builder, contractor, supplier of materials, architect, engineer or subcontractor or any other similar Lien related to the construction or the renovation of any property, provided that such Lien secures an obligation of the Canadian Borrower or a Restricted Subsidiary whose term has not expired or that the Canadian Borrower or such Restricted Subsidiary is not in default to perform same, or if its term has expired or the Canadian Borrower or such Restricted Subsidiary is in default to perform same, provided that such Obligor commences action within a delay of less than fifteen (15) days of its registration or publication to cause its cancellation or radiation unless the validity of such Lien is being contested diligently and in good faith by or on behalf of such Restricted Subsidiary by proper legal proceedings, provided the action to enforce the same has not proceeded to final non-appealable judgment and adequate provision has been made for the payment thereof in accordance with Applicable Accounting Principles;
- 1.1.259.6 ~~1.1.265.6~~ Minor Title Defects;
- 1.1.259.7 ~~1.1.265.7~~ the pledges or deposits (i) of cash, Cash Equivalents or securities made pursuant to Applicable Laws relating to workmen's compensation or similar Applicable Laws or provided to Governmental Authorities as required under Environmental Laws, or deposits of cash made in good faith in connection with offers, tenders, leases or contracts (excluding, however, the borrowing of money or the repayment of money borrowed) and deposits of cash or securities in order to secure appeal bonds or bonds required in respect of judicial proceedings and (ii) in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Canadian Borrower or any Subsidiaries or any other insurance or self-insurance arrangements;
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- [1.1.259.8](#) ~~1.1.265.8~~ undetermined or inchoate Liens, arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Applicable Law or of which written notice has not been duly given in accordance with Applicable Law or which, although filed or registered, relate to obligations not due or delinquent;
- [1.1.259.9](#) ~~1.1.265.9~~ the rights reserved to or vested in Governmental Authorities by statutory provisions or by the terms of leases, licences, franchises, grants or permits, which affect any land, to terminate any such leases, licences, franchises, grants or permits or to require annual or other payments as a condition to the continuance thereof;
- [1.1.259.10](#) ~~1.1.265.10~~ securities to public utilities or Governmental Authorities when required by the utility or Governmental Authority in connection with the supply of services or utilities to the Canadian Borrower or a Restricted Subsidiary in the operation of its business;
- [1.1.259.11](#) ~~1.1.265.11~~ any Liens granted pursuant to PMSI Indebtedness that complies with the requirements of Section 14.3.1.3, and any Lien granted as part of any refunding or renewal of the outstanding amount secured by such a PMSI Indebtedness provided such Lien is restricted to the same collateral and the obligations of the Canadian Borrower or any Restricted Subsidiary under such PMSI Indebtedness are permitted under this Agreement;
- [1.1.259.12](#) ~~1.1.265.12~~ any conditional sales agreement or other title retention agreement (including any Financial Lease) with respect to assets of the Canadian Borrower or a Restricted Subsidiary acquired after the date of this Agreement provided the obligations of the Canadian Borrower or any Restricted Subsidiary under such conditional sales agreement or other title retention agreement are permitted under this Agreement;
- [1.1.259.13](#) ~~1.1.265.13~~ Security Interests for the benefit of the Administrative Agent, the Lenders and the Hedge Providers, or any of them, or their Affiliates securing the Obligations;
- [1.1.259.14](#) ~~1.1.265.14~~ the Liens described in **Schedule 2.1.9** which have been approved by the Administrative Agent, subject to those Liens required to be discharged being discharged within the period provided for in **Schedule 2.1.9**;
- [1.1.259.15](#) ~~1.1.265.15~~ any Liens granted to secure Indebtedness and other obligations incurred pursuant to Section 14.3.1.6;

1.1.259.16 ~~1.1.265.16~~ the Liens in respect of Indebtedness under the Term Loan and Liens in favour of Persons who are Term Loan Lenders or their Affiliates in respect of Hedging Agreements and Cash Management Services required or permitted to be secured under the Term Loan Agreement provided that any such Liens securing such Indebtedness that is secured by all or a portion of the Collateral shall be on a *pari passu* basis (but without regard to control of remedies) with the Obligations shall be subject to the First Lien Intercreditor Agreement and any replacement inter-creditor agreement upon substantially the same terms and conditions as determined by the Administrative Agent acting reasonably in connection with any refinancing, replacement or restructuring of the Term Loan for all or any portion of the Indebtedness under the Term Loan in accordance with Section 14.3.1.18;

1.1.259.17 ~~1.1.265.17~~ any Liens existing on property at the time of its acquisition or existing on the property (or Equity Interests) of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the date hereof (but excluding Liens deemed to be incurred upon the designation (or re-designation) of an Unrestricted Subsidiary as a Restricted Subsidiary); provided that (i) other than with respect to Indebtedness incurred pursuant to Section 14.3.1.16, such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to or cover any other property of the Borrower or any Restricted Subsidiary other than the Person(s) acquired and/or formed to make such acquisitions and Subsidiaries of such Person(s) (other than the proceeds or products thereof and, except in the case of a Guarantor, other than after-acquired property of and Equity Interests in such acquired Restricted Subsidiary (it being understood and agreed to the extent such Lien secures assumed Indebtedness that is of a nature contemplated by Section 14.3.1.15 consisting of Financial Leases or PMSI Indebtedness, any such individual financings by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates)) and (iii) the Indebtedness secured thereby is permitted under Section 14.3.1.15, 14.3.1.16 or 14.3.1.17;

1.1.259.18 ~~1.1.265.18~~ Liens on Permitted Securitization Transferred Assets arising in connection with a Permitted Receivables Facility to the extent the Special Purpose Finance Subsidiary is a Restricted Subsidiary;

1.1.259.19 ~~1.1.265.19~~ Liens on the Equity Interests in the Special Purpose Finance Subsidiary arising in connection with a Permitted Receivables Facility;

1.1.259.20 ~~1.1.265.20~~ Liens evidenced by filings of PPSA financing statements or similar public filings or registrations relating to Other Leases permitted under this Agreement; and

1.1.259.21 ~~1.1.265.21~~ the Liens in respect of secured Indebtedness permitted under this Agreement.

1.1.260 ~~1.1.266~~ **"Permitted Note Redemption"** means a redemption of High Yield Notes permitted pursuant to Section 14.3.16.

1.1.261 ~~1.1.267~~ **"Permitted Receivables Facility"** means any one or more receivables financings of the Canadian Borrower or any other Obligor in which the Canadian Borrower and/or such Obligor sells, conveys or otherwise contributes Permitted Securitization Transferred Assets to a Special Purpose Finance Subsidiary, provided that the aggregate face value of Permitted Securitization Transferred Assets sold, conveyed or otherwise contributed from time to time and which remain outstanding at any time shall not exceed C\$750,000,000, which Special Purpose Finance Subsidiary then (i) sells any such Permitted Securitization Transferred Assets (or an interest therein) to one or more Receivables Financiers, (ii) borrows from such Receivables Financiers and secures such borrowings by granting a security interest in such Permitted Securitization Transferred Assets or (iii) otherwise finances its acquisitions of such Permitted Securitization Transferred Assets and, in connection therewith, creates or conveys an interest in such Permitted Securitization Transferred Assets (and possibly all of the Special Purpose Finance Subsidiary's property and assets) to such Receivables Financiers; provided that (1) such receivables financings shall not involve any recourse to the Canadian Borrower or any of the Obligors for any reason other than (A) with respect to the performance by the Canadian Borrower or an Obligor of its obligations under the related transaction documents (which may include the obligation to repurchase ineligible receivables, servicing obligations and customary indemnification obligations but which will not include any obligation to indemnify for credit losses on Permitted Securitization Transferred Assets or for losses on any Indebtedness issued or incurred by a Special Purpose Finance Subsidiary or the Receivables Financiers), (B) recourse in the form of credit enhancement (in whatever form, including overcollateralization, excess spread, a cash reserve or a subordinated loan) in an amount not to exceed at any time an amount, together with the amount of any investment made by the Canadian Borrower or any Obligor contemplated in Section 14.3.15.11, equal to 25% of the value of the Permitted Securitization Transferred Assets and (C) a customary performance guarantee by the Canadian Borrower of the obligations of any Obligor becoming an originator and/or servicer under such Permitted Receivables Facility delivered in favor of the Special Purpose Finance Subsidiary.

- 1.1.262 ~~1.1.268~~ **“Permitted Securitization Transferred Assets”** means, with respect to the Canadian Borrower or any other Obligor, the Canadian Borrower’s or such Obligor’s accounts receivable, trade receivables, notes receivable, together with certain assets relating thereto (including, if applicable, any deposit accounts established solely for purposes of the Permitted Receivables Facility to which collections on such receivables are deposited) and the right to collections thereon.
- 1.1.263 ~~1.1.269~~ **“Permitted Transferees”** means (a) in the case of any of the Equity Sponsors, (i) any Affiliate of any of the Equity Sponsors (other than any portfolio operating company of any of the foregoing), (ii) any managing director, general partner, limited partner, director, officer or employee of an Equity Sponsor or any Person described in clause (i) above (collectively, the “Sponsor Associates”), (iii) the heirs, executors, administrators, testamentary trustees, legatees or beneficiaries of any Sponsor Associate and (iv) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants; and (b) in the case of any Management Equityholder, (i) his or her executor, administrator, testamentary trustee, heirs, legatee or beneficiaries, (ii) his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants or (iii) a trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Management Equityholder, as applicable, and his or her spouse, parents, siblings, members of his or her immediate family (including adopted and step children) and/or direct lineal descendants.
- 1.1.264 ~~1.1.270~~ **“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.
- 1.1.265 ~~1.1.271~~ **“PMSI Indebtedness”** shall have the meaning ascribed to such term in Section 14.3.1.3.
- 1.1.266 ~~1.1.272~~ **“PPSA”** means the [Personal Property Security Act \(Ontario\) and comparable legislation in any other province of Canada.](#)
- 1.1.267 ~~1.1.272~~ **“Proceeds of Realization”** in respect of the Security Documents or any portion thereof, means all amounts received by the Administrative Agent or any Lender in connection with:
- 1.1.267.1 ~~1.1.272.1~~ any realization of the Collateral pursuant to the Security Documents, whether occurring as a result of enforcement or otherwise;
 - 1.1.267.2 ~~1.1.272.2~~ any sale, expropriation, loss or damage or other disposition of the Collateral or any portion thereof; or
 - 1.1.267.3 ~~1.1.272.3~~ the dissolution, liquidation, bankruptcy or winding-up of any Obligor or any other Person which has provided security pursuant to any Security Documents or a Guarantee in respect of the Canadian Borrower or the US Borrower, as the case may be, or any other distribution of the Collateral to such creditors;

and all other amounts which are expressly deemed to constitute “**Proceeds of Realization**” in this Agreement.

- [1.1.268](#) **1.1.273 “Producer Responsibility Organization”** means any singular Person or a collective or cooperative of Persons that collect certain legally mandated products and packaging as a result of Applicable Laws regarding extended producer responsibility including Ontario’s *Blue Box Regulation* O.Reg. 391/21 and other recycling and producer responsibility legislation.
- [1.1.269](#) **1.1.274 “Pro Forma Basis”** where used in this Agreement is determined in accordance with Section 1.7.
- [1.1.270](#) **1.1.275 “Projected Run Rate EBITDA”** means, with respect to any Municipal Waste Contract, Put-or-Pay Agreement or Sustainability Project for any 12-month period, the Adjusted EBITDA which the Canadian Borrower reasonably estimates will be generated by and attributable to the relevant contract or project for the 12-month period commencing on (i) in respect of any Municipal Waste Contract or Put-or-Pay Agreement, the first day of the fourth month after the Service Commencement Date for such contract and (ii) in respect of any Sustainability Project, the first day of the fiscal quarter immediately following the fiscal quarter in which the applicable Commercial Operations Date occurs.
- [1.1.271](#) **1.1.276 “Purchase Money Mortgage”** means a Security Interest charging a fixed or capital Asset acquired by the Canadian Borrower or a Restricted Subsidiary after the date of this Agreement, which is granted or assumed by such Restricted Subsidiary or which arises by operation of law, in favour of the transferor substantially concurrently with and for the purpose of the acquisition of such Asset, in each case where (i) the principal amount secured by such Security Interest secures part of the purchase price of such Asset acquired and is not in excess of one hundred percent (100%) of the cost to the Canadian Borrower or such Restricted Subsidiary of the Asset acquired; and (ii) such Security Interest extends only to the Asset acquired and the proceeds of disposition, expropriation and insurance thereof, and (iii) the Indebtedness secured by such Security Interest is incurred substantially concurrently with, or no later than two hundred and seventy (270) days after, the applicable acquisition, lease, construction, repair, replacement or improvement.
- [1.1.272](#) **1.1.277 “Put-or-Pay Agreement”** means, with respect to the Canadian Borrower and its Restricted Subsidiaries, any put-or-pay volume contract, entered into by the Canadian Borrower or any Restricted Subsidiary with a counterparty other than a municipality, pursuant to which the counterparty retains the Canadian Borrower or Restricted Subsidiary, as applicable, or retains the counterparty, to provide waste management services including collection, hauling, disposal or processing services and guarantees a minimum tonnage for such services or payment in lieu of such services.

- 1.1.273 ~~1.1.278~~ **“Qualified Equity Interests”** means any Equity Interests that are not Disqualified Equity Interests.
- 1.1.274 ~~1.1.279~~ **“Receivables Financier”** means one or more Persons who are not Subsidiaries or Affiliates of the Canadian Borrower and who are regularly engaged in the business of receivables securitization, which may include one or more asset-backed commercial paper conduits or commercial banks.
- 1.1.275 ~~1.1.280~~ **“Reimbursement Obligation”** means the obligation of the Canadian Borrower to reimburse the Issuing Bank pursuant to Section 11.8.
- 1.1.276 ~~1.1.281~~ **“Related Parties”** means, with respect to any Person, such Person’s Affiliates and the directors, officers, partners, employees, agents and advisors of such Person and of such Person’s Affiliates.
- 1.1.277 ~~1.1.282~~ **“Release”** means discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.
- ~~1.1.283~~ **“Relevant Governmental Body”** means ~~(except for the purposes of Section 18.6) the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.~~
- 1.1.278 ~~1.1.284~~ **“Replacement Lender”** shall have the meaning ascribed to such term in Section 24.3.2.
- 1.1.279 ~~1.1.285~~ **“Reportable Event”** means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.
- 1.1.280 ~~1.1.286~~ **“Required Approvals”** shall have the meaning specified in Section 2.1.4.
- 1.1.281 ~~1.1.287~~ **“Required Lenders”** means at any time (including after the occurrence of any Event of Default):
- 1.1.281.1 ~~1.1.287.1~~ if there are two Lenders or less, all the Lenders; or
- 1.1.281.2 ~~1.1.287.2~~ if there are more than two Lenders, the Lenders having greater than 50% of the Total Commitment at such time; provided, however, that when an Event of Default has occurred and is continuing or as and from the time the Facility A Total Commitment, the Facility C Total Commitment, ~~and the Facility D Total Commitment and the Facility E Total Commitment~~ has been cancelled or terminated pursuant to this Agreement, **“Required Lenders”** shall mean at any time Lenders who at such time have advanced greater than 50% of the aggregate of the Loan.
- 1.1.282 ~~1.1.288~~ **“Resolution Authority”** means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

- [1.1.283](#) ~~1.1.289~~ **“Responsible Officer”** means, with respect to any Person, the president, the chief executive officer, a vice president, the chief financial officer or the secretary of such Person or, in the case of a limited partnership, of its general partner, provided that, with respect to financial matters, it shall mean the chief financial officer or the treasurer of such Person, or, if such Person has no chief financial officer or treasurer, the chief executive officer of such Person;
- [1.1.284](#) ~~1.1.290~~ **“Restricted Subsidiary”** means the US Borrower and any other Subsidiary of the Canadian Borrower other than an Unrestricted Subsidiary;
- [1.1.285](#) ~~1.1.291~~ **“Rollover Advance”** means ~~the renewal of an Acceptance under the Facility A Credit, or a portion thereof, in accordance with Section 10.2 or Section 10.3 or a~~ rollover of a SOFR Loan, or a portion thereof, in accordance with Section ~~8.12 or a rollover of a Term CORRA Loan, or a portion thereof, in accordance with Section 8.13 or a rollover of a Daily Compounded CORRA Loan, or a portion thereof, in accordance with Section~~ 8.14.
- [1.1.286](#) ~~1.1.292~~ **“Rollover Date”** means a day which (i) the Canadian Borrower has notified the Administrative Agent in a Notice of Rollover as the date on which the Canadian Borrower will ~~renew an Acceptance under the rollover a Term CORRA Loan or Daily Compounded CORRA Loan under~~ Facility A ~~Credit or the Facility~~ E Credit, or a portion thereof, in accordance with Section ~~10.2~~ [8.13](#) or Section ~~10.3~~ [8.14](#) or rollover of a SOFR Loan under the Facility A Credit, or a portion thereof, in accordance with Section ~~8.14~~ [8.12](#), or (ii) the US Borrower has notified the Administrative Agent in a Notice of Rollover as the date on which the US Borrower will renew a SOFR Loan under the Facility C Credit or the Facility D Credit, or a portion thereof, in accordance with Section ~~8.14~~ [8.12](#).
- [1.1.287](#) ~~1.1.293~~ **“S&P”** means Standard & Poor’s, a division of The McGraw Hill Companies, Inc., and its successors.
- [1.1.288](#) ~~1.1.294~~ **“Sanctions Applicable Laws and Regulations”** means any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the Executive Order, the USA PATRIOT Act of 2001 (the “**PATRIOT Act**”), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.) or any other law or executive order relating to economic or financial sanctions administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“**OFAC**”), the U.S. Department of State, the United Nations Security Council, the European Union, ~~Her~~ [His](#) Majesty’s Treasury, the Canadian Government (including the Department of Foreign Affairs and International Trade Canada and the Department of Public Safety Canada) or other relevant sanctions authority.
- [1.1.289](#) ~~1.1.295~~ **“SDN”** has the meaning specified in the definition of “Designated Person.”

- [1.1.290](#) ~~1.1.296~~“**SEC**” means the U.S. Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.
- [1.1.291](#) ~~1.1.297~~“**Secured Cash Management Agreement**” means any agreement with respect to Cash Management Services provided to the Canadian Borrower or a Guarantor by a Lender or an Affiliate of a Lender or by a Former Lender that has entered into a blocked account agreement or deposit account control agreement in favour of the Administrative Agent.
- [1.1.292](#) ~~1.1.298~~“**Secured Parties**” means collectively the Administrative Agent, the Lenders, the Hedge Providers, the Lenders and Former Lenders providing Cash Management Services under Secured Cash Management Agreements and the Lenders and Former Lenders providing any Bank Products.
- [1.1.293](#) ~~1.1.299~~“**Security Documents**” means the collective reference to the agreements and instruments listed in **Schedule 15.1**, all amendments, supplements, restatements and other modifications thereof, and each other agreement or writing pursuant to which an Obligor grants a Security Interest to or for the benefit of the Administrative Agent and the Lenders, or any of them, alone or together with any other Person or Persons, in any of its Assets securing all or part of the Obligations.
- [1.1.294](#) ~~1.1.300~~“**Security Interest**” means a hypothec, mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation.
- [1.1.295](#) ~~1.1.301~~“**Seller Subordinated Debt**” means Indebtedness of an Obligor to a seller in connection with any Permitted Acquisition which has been subordinated and made junior to the payment and performance in full in cash of the Obligations, and evidenced as such by a subordination agreement on terms and containing subordination provisions satisfactory to the Administrative Agent.
- [1.1.296](#) ~~1.1.302~~“**Senior Secured Notes**” means any High Yield Notes which are secured against the assets of the Canadian Borrower or any other Obligor, provided that such security is subject to the First Lien Intercreditor Agreement.
- [1.1.297](#) ~~1.1.303~~“**Service Commencement Date**” means, with respect to any Municipal Waste Contract or Put-or-Pay Agreement, the date that the provision of the services required under such contract has commenced.
- [1.1.298](#) ~~1.1.304~~“**Sixth ARCA**” shall have the meaning ascribed to such term in the recitals.
- [1.1.299](#) ~~1.1.305~~“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
- [1.1.300](#) ~~1.1.306~~“**SOFR Advance**” means an Advance in USDollars to which a rate based on Adjusted Term SOFR is applicable.

- [1.1.301](#) ~~1.1.307~~ **"SOFR Loan"** means a Loan in USDollars made by the Lenders to the Borrower with respect to which the Borrower has specified that interest is to be calculated by reference to Adjusted Term SOFR.
- [1.1.302](#) ~~1.1.308~~ **"SOFR Loan Portion"** means the amount of the SOFR Loan or any portion of the SOFR Loan in respect of which the Borrower has selected an Interest Period or Interest Periods commencing on the same date and having the same duration.
- [1.1.303](#) ~~1.1.309~~ **"Solvent"** and **"Solvency"** mean, with respect to any Person on any date of determination, that on such date (a) the fair or realizable value of the assets of such Person and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of such Person and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured or due and do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay such debts and liabilities as they mature or become due, and (d) such Person and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability or due.
- [1.1.304](#) ~~1.1.310~~ **"Special Purpose Finance Subsidiary"** means any Subsidiary or other special purpose entity including a limited partnership, (a majority of the interests of which are held, directly or indirectly, by the Canadian Borrower) created solely for the purposes of, and whose sole activities shall consist of, acquiring and then selling or financing Permitted Securitization Transferred Assets pursuant to a Permitted Receivables Facility, and any other activity incidental thereto.
- [1.1.305](#) ~~1.1.311~~ **"Specified Legal Expenses"** means, to the extent not constituting an extraordinary, non-recurring or unusual loss, charge or expense, all legal and experts' fees and expenses and all other costs, liabilities (including all damages, penalties, fines and indemnification and settlement payments) and expenses paid or payable in connection with any threatened, pending, completed or future claim, demand, action, suit, proceeding, inquiry or investigation (whether civil, criminal, administrative, governmental or investigative).

- [1.1.306](#) ~~1.1.312~~ **“Specified Transaction”** means any investment that results in a Person becoming a Guarantor, any designation of a Subsidiary as a Guarantor or an Unrestricted Subsidiary, any Permitted Acquisition, any Disposition that results in a Guarantor ceasing to be a Subsidiary of the Canadian Borrower or constitutes a Disposition of a line of business or division that has an identifiable earnings stream, any investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Disposition of a business unit, line of business or division of the Canadian Borrower or a Guarantor, in each case, whether by merger, consolidation, amalgamation, merger or otherwise, or any incurrence or repayment of Indebtedness, including any increase of the Term Loan, any Distribution or other event (other than the incurrence or repayment of Indebtedness under any revolving credit facility in the ordinary course of business for working capital purposes), that by the terms of this Agreement requires Adjusted EBITDA, Consolidated Total Assets or a financial ratio or test to be calculated on a pro forma basis.
- [1.1.307](#) ~~1.1.313~~ **“Statutory Lien”** means a Lien or other right in respect of any property or assets of the Canadian Borrower or any Restricted Subsidiary created by or arising pursuant to any applicable legislation (including without limitation the *Bankruptcy and Insolvency Act* (Canada), the Income Tax Act (Canada), the Excise Tax Act (Canada), the Canada Pension Plan (Canada), the Employment Insurance Act (Canada) and any legislation in any jurisdiction similar to or enacted in replacement of the foregoing from time to time) and for greater certainty specifically includes a Lien which secures obligations of the Canadian Borrower or a Restricted Subsidiary in respect of employee wages and vacation pay.
- [1.1.308](#) ~~1.1.314~~ **“Subordinated Debt”** means any Indebtedness permitted under Section 14.3.1.14 hereof (including Seller Subordinated Debt) which has been subordinated and made junior to the payment and performance in full in cash of the Obligations and evidenced as such by a subordination agreement on terms and containing subordination provisions satisfactory to the Administrative Agent.
- [1.1.309](#) ~~1.1.315~~ **“Subsidiary”** of a Person means a company or corporation Controlled by that Person.
- [1.1.310](#) ~~1.1.316~~ **“Sustainability Business”** means any sustainability-related line of business in respect of a landfill, including landfill gas, renewable natural gas, electricity generated from landfill gas or organic or anaerobic digesters that process landfill waste.
- [1.1.311](#) ~~1.1.317~~ **“Sustainability Entity”** means, in each case with respect to a Sustainability Project: (i) the Canadian Borrower or any Restricted Subsidiary or (ii) any Person in which the Canadian Borrower or a Restricted Subsidiary holds an Equity Interest that is not a Subsidiary or is an Unrestricted Subsidiary and in respect of which Person or Unrestricted Subsidiary the proportionate equity share of Adjusted EBITDA is included in applicable calculations in accordance with the terms of this Agreement.

- [1.1.312](#) ~~1.1.318~~ **“Sustainability Project”** means for any Sustainability Entity, the applicable project to be carried on by such Person engaged in a Sustainability Business.
- [1.1.313](#) ~~1.1.319~~ **“Sustainability Project Forecast”** shall have the meaning ascribed to such term in Section 14.1.2.15.1.
- [1.1.314](#) ~~1.1.320~~ **“Sweep to Loan Arrangement”** means a cash management arrangement established by the US Borrower with BMO or an Affiliate of BMO as Lender under the Facility C Credit, as depositary (in such capacity, the **“Sweep Depositary”**), pursuant to which the Lender is authorized (a) to make advances of Facility C Loans hereunder, the proceeds of which are deposited by the Lender into a designated account of the US Borrower maintained at the Sweep Depositary, and (b) to accept as prepayments of the Facility C Loans hereunder proceeds of excess targeted balances held in such designated account at the Sweep Depositary, which cash management arrangement is subject to such agreement(s) and on such terms acceptable to the Sweep Depositary and the Lenders under the Facility C Credit.
- [1.1.315](#) ~~1.1.321~~ **“Sweep Depositary”** shall have the meaning ascribed to such term in Section ~~1.1.320~~ [1.1.314](#).
- [1.1.316](#) ~~1.1.322~~ **“Swingline Advance”** shall have the meaning ascribed to such term in Section 3.9.2.
- [1.1.317](#) ~~1.1.323~~ **“Swingline CDollar Availment”** means, at any time, the aggregate of all amounts debited to the CDollar Current Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the CDollar Current Account.
- [1.1.318](#) ~~1.1.324~~ **“Swingline Lender”** means BMO and its successors and assigns in such capacity.
- [1.1.319](#) ~~1.1.325~~ **“Swingline Limit”** means C\$25,000,000, as increased, reduced or cancelled from time to time by the Swingline Lender with the consent of the Administrative Agent and the Canadian Borrower, but without the consent of the other parties hereto.
- [1.1.320](#) ~~1.1.326~~ **“Swingline Loan”** means, on any date, the aggregate of any Swingline CDollar Availment and the Equivalent Amount in CDollars of any Swingline USDollars Availment on such date.
- [1.1.321](#) ~~1.1.327~~ **“Swingline USDollar Availment”** means, at any time, the aggregate of all amounts debited to the USDollar Current Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the USDollar Current Account.
- [1.1.322](#) ~~1.1.328~~ **“Tax”** or **“Taxes”** means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

- 1.1.323 “Term CORRA” means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Banking Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Banking Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Banking Day is not more than three (3) Banking Days prior to such Periodic Term CORRA Determination Day.
- 1.1.324 “Term CORRA Adjustment” means 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for a C\$ Available Tenor of three-months’ duration.
- 1.1.325 “Term CORRA Administrator” means Candéal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.
- 1.1.326 “Term CORRA Advance” means an Advance in CDollars to which a rate based on Adjusted Term CORRA is applicable.
- 1.1.327 “Term CORRA Loan” means a loan by the Lender to the Borrower in CDollars which bears interest at a rate based on Adjusted Term CORRA.
- 1.1.328 “Term CORRA Reference Rate” means the forward-looking term rate based on CORRA.
- 1.1.329 “Term Loan” means the loans advanced by the Term Loan Lenders to the Canadian Borrower, as the initial borrower, and to any co-borrower from time to time, under the Term Loan Agreement.
- 1.1.330 “Term Loan Agreement” means the term loan credit agreement dated as of September 30, 2016 as amended by a first amendment dated as of May 31, 2018, a second amendment dated as of November 14, 2018 and a third amendment dated as of December 22, 2020 (which incorporates an amended credit agreement as set forth in the form attached as Exhibit A thereto), among the Canadian Borrower and GFL Environmental Holdings (US), Inc., as borrowers, Barclays Bank PLC as successor administrative agent and the Term Loan Lenders, as amended, modified, supplemented, restated, replaced, extended, renewed, refunded or refinanced from time to time in one or more agreements (in each case, with the same or new lenders, institutional investors or agents) including any agreement extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder or altering the maturity thereof.

- 1.1.331 “**Term Loan Lenders**” means, at any time, the lenders under the Term Loan Agreement.
- 1.1.332 “**Term SOFR**” means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the “Term SOFR Determination Day”) that is two (2) US Government Securities Business Days prior to in the case of SOFR Loans, the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a US\$ Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding US Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding US Government Securities Business Day is not more than three (3) US Government Securities Business Days prior to such Term SOFR Determination Day.
- 1.1.333 “**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).
- 1.1.334 “**Term SOFR Reference Rate**” means the per annum forward-looking term rate based on SOFR.
- 1.1.335 “**Terminated Lender**” shall have the meaning ascribed to such term in Section 24.3.2.
- 1.1.336 “**Terminated Lender Payout Amount**” shall have the meaning ascribed to such term in Section 24.3.2.
- 1.1.337 “**TEU**” means (i) the tangible equity units issued by the Canadian Borrower on March 5, 2020, each of which are comprised of: (a) a prepaid stock purchase contract; and (b) a senior unsecured amortizing note; and (ii) tangible equity units issued by the Canadian Borrower, from time to time, on substantially similar terms as the tangible equity units referenced in (i), provided that the aggregate dollar value (determined at the time of issuance) of all outstanding tangible equity units referenced in items (i) and (ii) does not exceed, at any time, US\$775,000,000.
- 1.1.338 “**Third ARCA**” shall have the meaning ascribed to such term in the recitals.
- 1.1.339 “**Total Commitment**” means at any time the Facility A Total Commitment at such time plus the Facility C Total Commitment at such time plus the Facility D Total Commitment at such time ~~plus the Facility E Total Commitment at such time~~.
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1.1.340 “**Total Consolidated Tangible Assets**” means, as of any date of determination, the net book value of all assets of the Canadian Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP (including for certainty any right of use asset under lease), but excluding goodwill, intellectual property and all other intangible assets of the Canadian Borrower and the Restricted Subsidiaries, as shown on the most recent balance sheet of the Canadian Borrower delivered pursuant to Section 14.1.2.

1.1.341 “**Total Net Funded Debt**” means, on any day, with respect to the Canadian Borrower, without duplication, the sum (expressed in CDollars based on the Equivalent Amount of any amounts denominated in USDollars) of (a) all Interest Bearing Debt of the Canadian Borrower, its Restricted Subsidiaries and any Sustainability Entity referred to in subsection (ii) of the definition thereof and Guarantees given by the Canadian Borrower or any of its Restricted Subsidiaries in respect of Interest Bearing Debt of another Person (but excluding Indebtedness under any Permitted Receivables Facility of a Restricted Subsidiary and any Guarantee thereof granted in compliance with the definition thereof, whether for the benefit of Restricted Subsidiary or an Unrestricted Subsidiary and excluding the undrawn face amount of all outstanding Facility A Letters of Credit), determined on a consolidated basis as described in the most recent financial statements of the Canadian Borrower delivered pursuant to Section 14.1.2.2 or 14.1.2.2.2, and further excluding Other Leases, except, to the extent that the aggregate obligations of all Obligor under Other Leases exceeds the greater of (i) C\$200,000,000, and (ii) 7.5% of Consolidated Total Assets, then there shall be included in this sum the amount by which the obligations of all Obligor under Other Leases, in the aggregate, exceeds such amount, less (b) the amount by which cash or Cash Equivalents on deposit (i) with BMO or any other Lender as the account bank of the Canadian Borrower or another Obligor, (ii) with a financial institution other than a Lender in accounts of the Canadian Borrower, the US Borrower or another Obligor in an aggregate amount of less than US\$25,000,000, (iii) with a financial institution other than a Lender in accounts of the Canadian Borrower or the US Borrower or another Obligor which are subject to a blocked account or deposit account control agreement in favour of the Administrative Agent and on terms satisfactory to the Administrative Agent, acting reasonably, or (iv) in a trust account of counsel to the Canadian Borrower or any other Obligor or counsel of a vendor in connection with amounts on deposit on account of the purchase price for a Permitted Acquisition or with a title company or other escrow agent holding purchase price proceeds for a Permitted Acquisition, exceeds the amount, if any, by which accounts payable of the Group (excluding any amounts on account of payment-in-kind interest and principal and interest due in respect of Interest Bearing Debt) due in the 60 days following the date of calculation exceeds accounts receivable (excluding Doubtful Accounts) of the Group due in the 60 days following the date of calculation. The Equivalent Amount of Interest Bearing Debt denominated in USDollars shall be determined after giving effect to any Hedging Agreements related to currency exchange for the principal amount of such Interest Bearing Debt. Notwithstanding the foregoing, in respect of any Sustainability Entity referred to in subsection (ii) of the definition thereof, the amount of Total Net Funded Debt to be included pursuant to this definition shall be the amount thereof that is proportionate to the Equity Interest held by the Canadian Borrower or the applicable Restricted Subsidiary in such Sustainability Entity. Total Net Funded Debt shall be determined for the Canadian Borrower on a consolidated basis by reference to the Canadian Borrower, all of its Restricted Subsidiaries and the proportionate amount in respect of any Sustainability Entity referred to in subsection (ii) of the definition thereof.

- 1.1.342 “**Transactions**” means, collectively, (a) the execution and delivery of this Agreement and the Loan Documents entered into on the Closing Date, (b) the consummation of any other transactions in connection with any of the foregoing, and (c) the payment of the fees and expenses incurred in connection with any of the foregoing, including the Transaction Expenses.
- 1.1.343 “**Transaction Expenses**” means any fees, premiums, expenses and other transaction costs incurred or paid by the Canadian Borrower or any of its Subsidiaries in connection with the Transactions (including to fund any upfront fees).
- 1.1.344 “**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Adjusted Term CORRA, Adjusted Daily Compounded CORRA, the Canadian Rate, SOFR, the US Base Rate or the US Prime Rate.
- 1.1.345 ~~1.1.344~~ “**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.
- 1.1.346 ~~1.1.345~~ “**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.
- 1.1.347 ~~1.1.346~~ “**Unadjusted Benchmark Replacement**” means the applicable US\$ Benchmark Replacement excluding the related US\$ Benchmark Replacement Adjustment.
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[1.1.348](#)

~~1.1.347~~ **“Uniform Commercial Code”** means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

[1.1.349](#)

~~1.1.348~~ **“Unrestricted Subsidiary”** means any Subsidiary of the Canadian Borrower designated by the Canadian Borrower as an Unrestricted Subsidiary pursuant to Section ~~14.1.5~~ [14.1.15](#) subsequent to the date hereof, in each case, until such Person ceases to be an Unrestricted Subsidiary of the Canadian Borrower in accordance with Section ~~14.1.5~~ [14.1.15](#) or ceases to be a Subsidiary of the Canadian Borrower.

[1.1.350](#)

“US\$ Available Tenor” means, as of any date of determination and with respect to the then-current US\$ Benchmark, as applicable, (x) if such US\$ Benchmark is a term rate, any tenor for such US\$ Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such US\$ Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such US\$ Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such US\$ Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 18.6.

[1.1.351](#)

~~1.1.349~~ **“US Base Rate”** means, at any time, the rate of interest per annum, expressed on the basis of a year of three-hundred and sixty-five (365) days or three-hundred and sixty-six (366) days, as applicable, which is equal at all times to the higher of: (a) the fluctuating annual rate of interest established by the Administrative Agent from time to time as being the reference rate of interest it will use at such time in Canada for determining rates of interest on USDollar commercial loans to Canadian residents in Canada and designated at its US base rate; (b) the sum of (i) the Federal Funds Effective Rate, and (ii) 1.00% per annum, and (c) the sum of (i) Adjusted Term SOFR for a tenor of one month, and (ii) 1.00% per annum, in each case, plus the Applicable Margin and, in each case, adjusted automatically with each change in such rate, all without the necessity of any notice to the Borrower or any other Person; provided that if the rate determined pursuant to clause (a) of this definition would be less than ~~0%~~ [the Floor](#), such rate shall be deemed to be ~~0%~~ [the Floor](#) for the purposes of this Agreement.

[1.1.352](#)

~~1.1.350~~ **“US Base Rate Advance”** means an Advance in USDollars to which the US Base Rate is applicable.

[1.1.353](#)

~~1.1.351~~ **“US Base Rate Loan”** means, at any given time during the term of this Agreement the Loan, or that portion of the Loan, which the Canadian Borrower has elected or is deemed to have elected to denominate in USDollars and upon which interest is payable at the US Base Rate.

- 1.1.354 “US\$ Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a US\$ Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current US\$ Benchmark, then “US\$ Benchmark” means the applicable US\$ Benchmark Replacement to the extent that such US\$ Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 18.6.
- 1.1.355 “US\$ Benchmark Replacement” means, with respect to any US\$ Benchmark Transition Event, either of the following to the extent selected by the Administrative Agent in its unilateral discretion:
- 1.1.355.1 the sum of: (i) Daily Simple SOFR; and (ii) 0.10% (10.0 basis points); or
- 1.1.355.2 the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the US\$ Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current US\$ Benchmark for USDollar-denominated syndicated credit facilities; and (ii) the related US\$ Benchmark Replacement Adjustment,
- provided that if the US\$ Benchmark Replacement as determined pursuant to clause 1.1.355.1 or 1.1.355.2 above would be less than 1.0%, the US\$ Benchmark Replacement will be deemed to be 1.0% for the purposes of this Agreement and the other Loan Documents.
- 1.1.356 “US\$ Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current US\$ Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to: (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such US\$ Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant US\$ Governmental Body; or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such US\$ Benchmark with the applicable Unadjusted Benchmark Replacement for USDollar-denominated syndicated credit facilities at such time.
- 1.1.357 “US\$ Benchmark Replacement Date” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current US\$ Benchmark:
- 1.1.357.1 in the case of clause 1.1.358.1 or 1.1.358.2 of the definition of “US\$ Benchmark Transition Event”, the later of: (i) the date of the public statement or publication of information referenced therein; and (ii) the date on which the administrator of such US\$ Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all US\$ Available Tenors of such US\$ Benchmark (or such component thereof); or

1.1.357.2 in the case of clause 1.1.358.3 of the definition of “US\$ Benchmark Transition Event”, the first date on which such US\$ Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such US\$ Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause 1.1.358.3 and even if any US\$ Available Tenor of such US\$ Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “US\$ Benchmark Replacement Date” will be deemed to have occurred in the case of clause 1.1.357.1 or 1.1.357.2 above with respect to any US\$ Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current US\$ Available Tenors of such US\$ Benchmark (or the published component used in the calculation thereof).

1.1.358 “US\$ **Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current US\$ Benchmark:

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

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

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

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

1.1.359 “US\$ Benchmark Unavailability Period” means the period (if any): (a) beginning at the time that a US\$ Benchmark Replacement Date has occurred if, at such time, no US\$ Benchmark Replacement has replaced the then-current US\$ Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 18.6; and (b) ending at the time that a US\$ Benchmark Replacement has replaced the then-current US\$ Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 18.6.

1.1.360 ~~1.1.352~~ **“US Borrower”** means GFL Environmental USA Inc. and includes any of its successors and permitted assigns.

1.1.361 “US\$ Conforming Changes” means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any US\$ Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “US Base Rate,” the definition of “US Prime Rate”, the definition of “Business Day,” the definition of “Interest Period,” the definition of “U.S. Government Securities Business Day”, the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

- [1.1.362](#) ~~1.1.353~~ **"US GAAP"** means generally accepted accounting principles as in effect from time to time in the United States, including IFRS, applicable to the relevant period, applied in a consistent manner from period to period.
- [1.1.363](#) ~~1.1.354~~ **"US\$ Relevant Governmental Body"** means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.
- [1.1.364](#) ~~1.1.354~~ **"US Obligor"** means any Obligor that is organized under the Laws of the United States, any state thereof or the District of Columbia.
- [1.1.365](#) ~~1.1.355~~ **"US Prime Rate"** means, at any time, the fluctuating annual rate of interest established by the Administrative Agent from time to time as being the reference rate of interest it will use at such time in the U.S.A. for determining rates of interest on USDollar commercial loans to its customers in the U.S.A. and designated at its US prime rate plus ~~(b)~~ the Applicable Margin; adjusted automatically with each change in the established, quoted or published rate, all without necessity of notice to the Borrower or any other Person, provided that the US Prime Rate shall not be less than the Floor.
- [1.1.366](#) ~~1.1.356~~ **"US Prime Rate Advance"** means an Advance in USDollars to which the US Prime Rate is applicable.
- [1.1.367](#) ~~1.1.357~~ **"US Prime Rate Loan"** means, at any given time during the term of this Agreement the Loan, or that portion of the Loan to the US Borrower, upon which interest is payable at the US Prime Rate.
- [1.1.368](#) ~~1.1.358~~ **"US Subsidiary"** means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.
- [1.1.369](#) ~~1.1.359~~ **"USDollar Current Account"** means the USDollar account of the Borrower at Bank of Montreal in Canada as the Borrower may from time to time designate as such in writing to the Administrative Agent.
- [1.1.370](#) ~~1.1.360~~ **"USDollars"** and the symbol: "US\$" each means the lawful money for the time being of the United States of America in same day immediately available funds or, if such funds are not available, the form of money of the United States of America which is customarily used in the settlement of international banking transactions on that day.
- [1.1.371](#) ~~1.1.361~~ **"US Government Securities Business Day"** means any day except for: (a) a Saturday; (b) a Sunday; or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
- [1.1.372](#) ~~1.1.362~~ **"U.S. Person"** means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

1.1.373

~~1.1.363~~ **“Wholly Owned”** means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director’s qualifying shares and (y) nominal shares issued to foreign nationals to the extent required by Applicable Laws) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

1.1.374

~~1.1.364~~ **“Write-Down and Conversion Powers”** means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.1.375

~~1.1.365~~ **“written”** or **“in writing”** shall include printing, typewriting, or any electronic means of communication capable of being visibly reproduced at the point of reception including telegraph, telecopier and electronic data interchange.

1.2 Computation of Time Periods

In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

1.3 Headings and Table of Contents

The headings of Articles and Sections and the table of contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 References

Unless otherwise specified or the context otherwise requires, all references to Sections, Articles and Schedules are to Sections, Articles and Schedules in this Agreement.

1.5 Singular and Plural; Gender

In this Agreement, where the context admits, the singular includes the plural and vice versa; and gender is used as a reference term only and applies with the same effect whether the parties are of masculine or feminine gender, corporate or other form.

1.6 Applicable Accounting Principles

Unless otherwise specifically provided herein, any accounting term used in this Agreement shall have the meaning customarily given such term in accordance with Applicable Accounting Principles and all financial computations hereunder shall be computed in accordance with Applicable Accounting Principles consistently applied. That certain items or computations are explicitly modified by the phrase “in accordance with Applicable Accounting Principles” shall in no way be construed to limit the foregoing. If any Accounting Changes (as defined below in this Section 1.6) occur and such changes result in a change in the calculation of the financial covenant set forth in Section 14.2.1, standards or terms used in this Agreement or any other Loan Documents, then the Canadian Borrower, the Administrative Agent and the Lenders agree to enter into negotiations in good faith in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating Canadian Borrower’s and the Obligors’ financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made; provided, however, that the agreement of Required Lenders to any required amendments of such provisions shall be sufficient to bind all Lenders. “**Accounting Changes**” means (i) changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants (or successor thereto or any agency with similar functions), (ii) changes in accounting principles concurred in by the Canadian Borrower’s Auditors, (iii) the reversal of any reserves established as a result of purchase accounting adjustments, and (iv) the adoption after the date hereof by the Group of Canadian accounting standards for private enterprises or US GAAP. All such adjustments resulting from expenditures made subsequent to the date hereof (including capitalization of costs and expenses or the payment of liabilities incurred prior to the date hereof) shall be treated as expenses in the period the expenditures are made and deducted as part of the calculation of Adjusted EBITDA in such period. If the Canadian Borrower and the Required Lenders agree upon the required amendments (and all other Obligors shall be deemed to agree to such amendments so agreed to by the Canadian Borrower), then after appropriate amendments have been executed and the underlying Accounting Change with respect thereto has been implemented, any reference to Applicable Accounting Principles contained in this Agreement or in any other Loan Documents shall, only to the extent of such Accounting Change, refer to Applicable Accounting Principles, consistently applied after giving effect to the implementation of such Accounting Change. Until such time as the Canadian Borrower and the Required Lenders agree upon the required amendments, all financial statements delivered and all calculations of the financial covenant and other standards and terms in accordance with this Agreement and the other Loan Documents shall be prepared, delivered and made without regard to the underlying Accounting Change.

1.7 Pro Forma Calculations

For purposes of calculating Adjusted EBITDA, Consolidated Total Assets and any financial ratios or tests, including the ratio of Net Funded Secured Debt to Adjusted EBITDA, Total Net Funded Debt to Adjusted EBITDA and compliance with covenants determined by reference to Adjusted EBITDA or Consolidated Total Assets, Municipal Waste Contracts and Put-or-Pay Agreements that have been entered into, Specified Transactions that have been made and Sustainability Projects (and the incurrence or repayment of any Indebtedness in connection therewith), in each case, (i) during the applicable period or (ii) subsequent to such period and prior to or simultaneously with the event for which the calculation of Adjusted EBITDA, Consolidated Total Assets or any such ratio is made shall be calculated on a pro forma basis (x) assuming that all such Municipal Waste Contracts and Put-or-Pay Agreements shall have been entered into and all such Specified Transactions had occurred or Sustainability Projects were in existence (and any increase or decrease in Adjusted EBITDA and Consolidated Total Assets and the component financial definitions used therein attributable to any Specified Transaction or Sustainability Project) on the first day of the applicable period and (y) including projected and not yet realized revenue and projected and not yet accrued costs, expenses and other charges or liabilities pursuant to any such Municipal Waste Contracts, Put-or-Pay Agreements or Sustainability Projects. If since the beginning of any applicable period (i) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Canadian Borrower or any of its Restricted Subsidiaries since the beginning of such period shall have entered into any Municipal Waste Contract or Put-or-Pay Agreements, made any Specified Transaction or have a Sustainability Project that would have required adjustment pursuant to this section or (ii) any Sustainability Entity since the beginning of such period shall have a Sustainability Project, then the financial ratios, Adjusted EBITDA and Consolidated Total Assets shall be calculated to give pro forma effect thereto in accordance with this Section 1.7. For greater certainty, with respect to adjustments to Adjusted EBITDA with respect to any Municipal Waste Contract or Put-or-Pay Agreement, (a) Projected Run Rate EBITDA shall be used for each 12-month period commencing on the later of (1) the date of execution of the contract and (2) nine months and one day prior to the Service Commencement Date and ending on that date which is three months after the Service Commencement Date, (b) for any 12-month period ending more than three months after the Service Commencement Date but not more than 15 months after the Service Commencement Date, actual EBITDA generated by and attributable to the relevant contract shall be included for each month which is more than three months after the Service Commencement Date and Projected Run Rate EBITDA, pro-rated for the balance of the relevant 12-month period, shall be used for each month in such period ended on the last day of the third month after the Service Commencement Date (such that Adjusted EBITDA determined at the end of the fourth month following the Service Commencement Date shall be the sum of actual EBITDA for such fourth month plus 11/12 of the 12-month Projected Run Rate EBITDA), and (c) for any 12-month period ending more than 15 months after the Service Commencement Date, only actual EBITDA shall be used and there shall be no adjustment with respect to the relevant contract. To avoid duplication, the actual EBITDA generated during the 12-month period ending three months after the Service Commencement Date shall be deducted from the calculation of Adjusted EBITDA for the relevant contract. For greater certainty, with respect to adjustments to Adjusted EBITDA with respect to any Sustainability Project, (a) Projected Run Rate EBITDA shall be used for the four fiscal quarter period commencing on the first day of the fiscal quarter in which the applicable Commercial Operations Date occurs provided that actual EBITDA generated by and attributable to the relevant Sustainability Project shall be included for each month for which commercial operations are conducted commencing with the first month in the first full fiscal quarter following the Commercial Operations Date and Projected Run Rate EBITDA, adjusted for the balance of the relevant four fiscal quarter period, shall be used for each other month in such period (such that if the Commercial Operations Date occurs on the last day of the first month of a fiscal quarter, then (i) Adjusted EBITDA determined at the end of such fiscal quarter shall be the 12-month Projected Run Rate EBITDA, (ii) Adjusted EBITDA determined at the end of the next following fiscal quarter (being the first full fiscal quarter following the Commercial Operations Date) shall be the sum of actual EBITDA for such fiscal quarter plus the last nine months of the 12-month Projected Run Rate EBITDA, (iii) Adjusted EBITDA determined at the end of the next following fiscal quarter shall be the sum of actual EBITDA for the two fiscal quarters then ended plus the last six months of the 12-month Projected Run Rate EBITDA, and (iv) Adjusted EBITDA determined at the end of the next following fiscal quarter shall be the sum of actual EBITDA for the three fiscal quarters then ended plus the last three months of the 12-month Projected Run Rate EBITDA), and (b) thereafter, only actual EBITDA shall be used and there shall be no adjustment with respect to the relevant Sustainability Project, the foregoing as illustrated in the example set for in Schedule 1.7, provided that for each of paragraphs (a) and (b) up to a maximum of 80% of the proportionate equity share of Projected Run Rate EBITDA in respect of the applicable Sustainability Project may be included in Adjusted EBITDA for the applicable period.

Subject to the paragraph immediately below with respect to Sustainability Projects, whenever pro forma effect is to be given to a Municipal Waste Contract, a Put-or-Pay Agreement, a Specified Transaction or a Sustainability Project, the pro forma calculations shall be made in good faith by a Responsible Officer of the Canadian Borrower and may include, for the avoidance of doubt, (x) projected and not yet realized revenue and projected and not yet accrued costs, expenses and other charges or liabilities pursuant to any such Municipal Waste Contracts, Put-or-Pay Agreements or Sustainability Projects and (y) the amount of “run rate” cost savings, operating expense reductions, restructuring charges and expenses and cost synergies projected by the Canadian Borrower in good faith to be realized as a result of specified actions taken or committed to be taken (calculated on a pro forma basis as though such cost savings, operating expense reductions, restructuring charges and expenses and cost synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions, restructuring charges and expenses and cost synergies were realized during the entirety of such period) relating to such Municipal Waste Contract, Put-or-Pay Agreement or Specified Transaction, and “run rate” means the full recurring benefit for a period that is associated with any action taken or committed to be taken (including any savings expected to result from the elimination of a public target’s compliance costs with public company requirements), net of the amount of actual benefits realized during such period from such actions; provided that (A) with respect to clause (y) above, such amounts are reasonably identifiable and factually supportable (in the good faith determination of the Canadian Borrower), (B) with respect to clause (y) above, such actions are taken or committed to be taken no later than eighteen (18) months after the date of such Specified Transaction or entry into such Municipal Waste Contract, (C) no amounts shall be added pursuant to this Section 1.7 to the extent duplicative of any amounts that are otherwise added back in computing Adjusted EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period and (D) it is understood and agreed that, subject to compliance with the other provisions of this section, amounts to be included in pro forma calculations pursuant to this section may be included in periods in which the Municipal Waste Contract, Put-or-Pay Agreement, Specified Transaction or Sustainability Project to which such amounts relate to is no longer being given pro forma effect pursuant to this section.

In addition, for pro forma calculations with respect to any Sustainability Project, the following shall apply: (x) the pro forma adjustments referred to in the paragraph immediately above may be made commencing on the Commercial Operations Date for such Sustainability Project, (y) a commodity price index mutually agreeable to the Canadian Borrower and the Administrative Agent, acting reasonably, shall be used for the applicable commodity to which such Sustainability Project relates, it being agreed that for renewable natural gas the following are acceptable indices: “RIN” from the “Oil Price Information Service” or “Brown Gas” from “Bloomberg”, and (z) the aggregate amount of Adjusted EBITDA for all Sustainability Entities referred to in subsection (ii) of such definition included in any period pursuant to this Agreement shall not exceed an amount equal to 5.0% of the Adjusted EBITDA of the Canadian Borrower for the same period.

In the event that the Canadian Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by repurchase, redemption, retirement, extinguishment, defeasance, discharge, escrow or similar arrangements) any Indebtedness included in the calculations of the ratio of Net Funded Secured Debt to Adjusted EBITDA (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable period or (ii) subsequent to the end of the applicable period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the ratio of Net Funded Secured Debt to Adjusted EBITDA shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable period. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date such calculation is being made had been the applicable rate for the entire period (taking into account any Hedging Agreement applicable to such Indebtedness). Interest on Financial Leases and Other Leases shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Canadian Borrower to be the rate of interest implicit in such Financial Lease or Other Lease, as applicable, in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency Rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Canadian Borrower may designate.

It is expressly understood and agreed that pro forma adjustments and calculations need not be prepared in compliance with Regulation S-X; provided that, to the extent any pro forma adjustments pursuant to this Section ~~1.1.6~~ 1.1.4 are not in compliance with Regulation S-X, the aggregate amount of such add-backs to Adjusted EBITDA shall be subject to the 20% limitation set forth in Section ~~1.1.6.1.9~~ 1.1.5.1.9.

1.8 Rateable Portion of Accommodations

References in this Agreement to “Facility A Participation of a Lender”, “Facility C Participation of a Lender”, “Facility D Participation of a Lender”, ~~“Facility E Participation of a Lender”~~ “shared by each Lender pro rata, in accordance with their respective Facility A Participations”, “shared by each Lender pro rata, in accordance with their respective Facility C Participations”, “shared by each Lender pro rata, in accordance with their respective Facility D Participations”, ~~“shared by each Lender pro rata, in accordance with their respective Facility E Participations”~~ or similar expressions shall mean and refer to a rateable portion or share as nearly as may be rateable in the circumstances, as determined in good faith by the Administrative Agent. Each such determination by the Administrative Agent shall be *prima facie* evidence of such rateable share.

1.9 Incorporation of Exhibits and Schedules

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

1.10 Amendment and Restatement

Effective as of the Closing Date, this Agreement amends and restates, in its entirety, and supersedes the Original Credit Agreement. Each of the parties hereto acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of the amendment and restatement of the Original Credit Agreement. It is the intention of each of the parties hereto that the Original Credit Agreement be amended and restated so as to preserve the perfection and priority of all security interests securing the Obligations pursuant to the Original Credit Agreement, the Permitted Hedging Agreements and the other Loan Documents and that all Obligations of the Obligors hereunder and under the Permitted Hedging Agreements and the other Loan Documents shall be secured by the Security Documents and that this Agreement does not constitute a novation of the obligations and liabilities existing under the Original Credit Agreement, the Permitted Hedging Agreements and the other Loan Documents. The parties hereto further acknowledge and agree that this Agreement constitutes an amendment of the Original Credit Agreement validly made under and in accordance with the Original Credit Agreement. Except to the extent specifically amended hereby, each of the Loan Documents (including the Schedules to the Original Credit Agreement and the other Loan Documents) shall continue in full force and effect and, from and after the Closing Date, all references to the “Agreement” contained therein shall be deemed to refer to this Agreement.

1.11 Quebec Interpretation Clause

For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document governed by the laws of the Province of Quebec) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall be deemed to include “movable property”, (b) “real property” shall be deemed to include “immovable property”, (c) “tangible property” shall be deemed to include “corporeal property”, (d) “intangible property” shall be deemed to include “incorporeal property”, (e) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim” and a “resolutive clause”, (f) all references to filing, registering or recording under the ~~UCC~~ Uniform Commercial Code or the PPSA shall be deemed to include publication under the Civil Code, (g) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to an “opposable” or “set up” Liens as against third parties, (h) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (i) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall be deemed to include a “mandatary”, (k) “construction liens” shall be deemed to include “legal hypothecs”, (l) “joint and several” shall be deemed to include “solidary”, (m) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (n) “beneficial ownership” shall be deemed to include “ownership on behalf of another as mandatary”, (o) “easement” shall be deemed to include “servitude”, (p) “priority” shall be deemed to include “prior claim”, (q) “survey” shall be deemed to include “certificate of location and plan”, (r) “fee simple title” shall be deemed to include “absolute ownership”, and (s) “financing statement” shall be deemed to include “registration made under the Register of Personal and Movable Real Rights”.

1.12 Treatment of Subsidiaries Prior to Joinder

Each Subsidiary of the Canadian Borrower that is required to be joined as an Obligor pursuant to Section 14.1.10 or which the Canadian Borrower has designated, in accordance with Section ~~14.1.5~~ 14.1.15, as a Restricted Subsidiary which it is electing to join and shall be joined as an Obligor within 60 days (or earlier) of such election shall, until the completion of such joinder, be deemed for the purposes of Section 14.3 of this Agreement to be an Obligor from and after the later of the date of formation or acquisition of such Subsidiary (or such election).

1.13 Currency

Unless otherwise specified herein, all statements of or references to dollar amounts in this Agreement shall mean CDollars.

1.14 Authority of the Canadian Borrower

The Canadian Borrower shall have the authority to make all decisions on behalf of both of the Borrowers and to bind the US Borrower and to give all notices, consents and agreements on its own behalf and on behalf of the US Borrower pursuant to this Agreement and each of the other Loan Documents other than a Notice of Borrowing, a Notice of Conversion or a Notice of Optional Repayment under the Facility C Credit and the Facility D Credit which shall be given by the US Borrower. Until such time as the Facility C Commitment and the Facility D Commitment has been terminated, the Facility A Loans have been fully repaid and the Facility C Credit and the Facility D Credit has been fully cancelled, the US Borrower shall be a Guarantor and a Restricted Subsidiary Wholly Owned, directly or indirectly, by the Canadian Borrower.

1.15 Limited Condition Transactions

In connection with any action being taken solely in connection with a Limited Condition Transaction (including any contemplated incurrence or assumption of Indebtedness in connection therewith), for purposes of:

- (a) determining compliance with any provision of this Agreement that requires the calculation of the ratio of Net Funded Secured Debt to Adjusted EBITDA and/or Total Net Funded Debt to Adjusted EBITDA;
 - (b) determining the accuracy of representations and warranties and/or whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default); or
 - (c) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Adjusted EBITDA);
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in each case, at the option of the Canadian Borrower (the Canadian Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCA Election**"), with such option to be exercised on or prior to the date of execution of the definitive agreements with respect to such Limited Condition Transaction, the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements with respect to such Limited Condition Transaction are entered into (the "**LCA Test Date**"), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any Indebtedness of the Person or the Assets to be acquired and any incurrence, assumption or repayment of Indebtedness or Liens which is reasonably expected to occur in connection with the closing of the Limited Condition Transaction and the use of proceeds thereof) as if they had occurred at the beginning of the most recent period of four consecutive fiscal quarters of the Canadian Borrower ending on or prior to the LCA Test Date, the Canadian Borrower could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. If the Canadian Borrower wishes to make an LCA Election, the Canadian Borrower shall deliver to the Administrative Agent, on or before the LCA Test Date, notice of the LCA Election signed by a Responsible Officer which notice shall (i) provide details of the Limited Condition Transaction, (ii) set out reasonably expected sources and uses of funds for the completion of the Limited Condition Transaction, and (iii) certify that after giving pro forma effect to such Limited Condition Transaction (including any Indebtedness of the Person or the Assets to be acquired and any incurrence, assumption or repayment of Indebtedness or Liens which is reasonably expected to occur in connection with the closing of the Limited Condition Transaction and the use of proceeds thereof), no Default or Event of Default shall have occurred and be continuing as of the LCA Test Date.

For the avoidance of doubt, if the Canadian Borrower has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Adjusted EBITDA of the Canadian Borrower or the Person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations; provided, however, if any ratios improve or baskets increase as a result of such fluctuations, such improved ratios or baskets may be utilized. If the Canadian Borrower has made an LCA Election for any Limited Condition Transaction, then, in connection with any subsequent calculation of the ratios or baskets on or following the relevant LCA Test Date and prior to the earliest of (i) the date on which such Limited Condition Transaction is consummated, (ii) the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction or (iii) the date which is one year following the LCA Test Date, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any Indebtedness of the Person or the Assets to be acquired and any incurrence, assumption or repayment of Indebtedness or Liens which is reasonably expected to occur in connection with the closing of the Limited Condition Transaction and the use of proceeds thereof) have been consummated.

1.16 Rates

The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, in each case, except as expressly set forth in this Agreement, (a) the continuation of, administration of, submission of, calculation of or any other matter related to Canadian Rate, the C\$ Benchmark, CORRA, Daily Compounded CORRA, Term CORRA, the US Base Rate, the US Prime Rate, the US\$ Benchmark, Term SOFR Reference Rate or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any C\$ Benchmark Replacement or US\$ Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any C\$ Benchmark Replacement or US\$ Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Canadian Rate, the C\$ Benchmark, CORRA, Daily Compounded CORRA, Term CORRA, the US Base Rate, the US Prime Rate, the US\$ Benchmark, the Term SOFR Reference Rate, Term SOFR or any other C\$ Benchmark or US\$ Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any C\$ Benchmark Replacement Conforming Changes or US\$ Benchmark Replacement Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of Canadian Rate, the US Base Rate, the US Prime Rate, the C\$ Benchmark, the US\$ Benchmark, any alternative, successor or replacement rate (including any C\$ Benchmark Replacement or US\$ Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain Canadian Rate, CORRA, Daily Compounded CORRA, Term CORRA, the US Base Rate, the US Prime Rate, the Term SOFR Reference Rate, Term SOFR or any other C\$ Benchmark or US\$ Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Obligor represents and warrants to each Lender and the Administrative Agent, acknowledging and confirming that each Lender and the Administrative Agent are relying thereon in entering into this Agreement and providing accommodations hereunder (such representations and warranties being made on a pro forma basis after giving effect to the Transactions unless otherwise specified), that:

- 2.1.1 Organization: it is a corporation (or a partnership, as the case may be) which is duly incorporated (or amalgamated or constituted, as applicable), validly existing and in good standing under the laws of its jurisdiction of incorporation, amalgamation, merger or organization;
- 2.1.2 Power: it has the necessary power, corporate or otherwise, to enter into this Agreement and the other Loan Documents to which it is a party and to perform its obligations thereunder;

- 2.1.3 Enforceability: each of this Agreement and the other Loan Documents to which it is a party has been duly authorized by all necessary actions (corporate or otherwise) and constitutes valid and legally binding obligations of it enforceable against it in accordance with its terms subject to (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally, (ii) the fact that specific performance and injunctive relief may only be given in the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;
- 2.1.4 Governmental Consents: no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery and performance by it of this Agreement or any other Loan Document to which it is a party, except for such authorizations or approvals or other action or notice or filings as have been validly obtained, given or filed or as to which failure to obtain or give could not have a Material Adverse Effect (the "**Required Approvals**");
- 2.1.5 Breach: neither the execution and delivery of this Agreement and the other Loan Documents by it nor compliance with the terms and provisions hereof or thereof will:
- 2.1.5.1 conflict with, violate, or result in a breach of any of the terms, conditions or provisions of any Applicable Law applicable to it or any order, injunction, decree, determination or award of any court or any governmental department, body, commission, board, bureau, agency or instrumentality applicable to it, in each case in a material manner or to a material extent;
- 2.1.5.2 conflict with, violate, result in a breach of, or constitutes a default under any of its charter or by-law provisions or of any Material Contract or any loan agreement, loan or trust indenture, trust deed, or any other similar agreement or instrument to which it is a party or by which it is bound where such conflict, violation, breach or default could reasonably be expected to cause a Material Adverse Effect, or
- 2.1.5.3 result in the creation of a Lien upon any of its properties, assets or revenues other than those resulting from the Security Documents;
- 2.1.6 Litigation: except as disclosed in **Schedule 2.1.6**, there are no actions, suits or arbitration proceedings and there are no legal proceedings (including, without limitation, insolvency proceedings and Environmental Claims) pending or, to the best of its knowledge and belief, after due inquiry, threatened involving it before any court or administrative agency or tribunal of any country or jurisdiction which could, if determined adversely, separately or in the aggregate, have a Material Adverse Effect;
- 2.1.7 No Default: no event has occurred and is continuing which constitutes a Default or an Event of Default;

- 2.1.8 No Judgments, Etc.: there are no outstanding judgments, writs of execution, work orders, notices of deficiency capable of resulting in work orders, injunctions or directives against it or any of its property or assets which could, if determined adversely, have a Material Adverse Effect;
- 2.1.9 Title to Property; No Liens; Leases: it is the legal and sole beneficial owner of, and has good and marketable title to, all its property, rights and assets and, the same are free and clear of all Liens, except for Permitted Liens or as set forth in **Schedule 2.1.9**; it has the right to and does enjoy peaceful and undisturbed possession under all leases under which it is leasing property; all such leases are valid, subsisting and in full force and effect in all material respects; it is not in default in the performance, observance or fulfilment of any of its obligations under any provision of any such leases except for defaults which could not have a Material Adverse Effect;
- 2.1.10 Real and Immovable Property: **Schedule 2.1.10** sets forth the address of each real or immovable property owned by an Obligor that has a net book value in excess of US\$15,000,000 or leased by an Obligor that has annual lease payments of greater than C\$500,000 or that is real property located in the United States that is subject to a Security Document and is located in a flood hazard area;
- 2.1.11 Material Real Property: **Schedule 2.1.11** sets forth all Material Real Property;
- 2.1.12 Insurance: a policy of insurance or policies of insurance in compliance with the requirements of Section 14.4 are in effect in respect of it;
- 2.1.13 Intellectual Property: The Canadian Borrower and the Guarantors own or have a valid license or right to use, all patents, trademarks, service marks, trade names, copyrights, trade dress, domain names, trade secrets, know-how, software, database rights and rights of privacy and other intellectual property (collectively, “**IP Rights**”) that are reasonably necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such IP Rights, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. **Schedule 2.1.13** sets forth all trademarks, patents, industrial designs and other intellectual property of or licensed to it; it possesses all the trademarks, trade names, copyrights, patents, industrial designs, licences or rights in any thereof, necessary for the conduct of its business as now conducted and presently proposed to be conducted and, to the best of its knowledge, it is not infringing or alleged to be infringing on the rights of any Person with respect to any patent, trademark, trade name, copyright (or any application or registration respecting any thereof), discovery, improvement, process, formula, know-how, data, plans, specification, drawing or the like, which infringement could have a Material Adverse Effect;

- 2.1.14 Compliance with Laws: its business and operations are in material compliance with all Applicable Laws save and except (a) where such compliance is being contested in good faith or the failure to comply could not reasonably be expected to have a Material Adverse Effect and does not concern environmental matters covered in Section 2.1.14.2, and (b) as set forth in **Schedule 2.1.14**. Without limiting the generality of the foregoing:
- 2.1.14.1 Competition and Anti-Trust Laws: it is in compliance in all material respects with all applicable competition and anti-trust legislation;
- 2.1.14.2 Environmental Matters:
- 2.1.14.2.1 Compliance; Environmental Permits; Communications, Circumstances: (i) to the best of its knowledge, after due inquiry, it is in compliance in all material respects with all applicable Environmental Laws, and (ii) it has not received any communication (written or oral), whether from a Governmental Authority, citizens group, employee or otherwise, which communication alleges that it has not complied with any Environmental Law where such non-compliance could reasonably be expected to have a Material Adverse Effect;
- 2.1.14.2.2 Environmental Claims: (i) there is no Environmental Claim pending or, to the best of its knowledge, threatened against it which could reasonably be expected to have a Material Adverse Effect and (ii) to the best of its knowledge there are no present, past actions, activities, circumstances, conditions, events or incidents (including, without limitation, the release, emission, discharge or disposal of any Hazardous Materials) that could form the basis of any Environmental Claims against it that singly or in the aggregate could reasonably be expected to have a Material Adverse Effect;
- 2.1.14.2.3 Notices or Orders: it has not received any notice or order advising it that it has or may have any remedial obligation with respect to any such releases, emissions, discharges or disposals of any Hazardous Materials or that it is or may be responsible for the costs of any remedial action taken or to be taken by any other Persons with respect to any such releases, emissions, discharges or disposals of any Hazardous Materials, which obligation or cost could reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect;
- 2.1.14.3 Compliance with PATRIOT Act; FCPA; OFAC: Each Obligor is in compliance with the applicable requirements of all Sanctions Applicable Laws and Regulations and the FCPA except in such instances in which (i) such requirement of Applicable Law or order, writ, injunction or decree is being contested in good faith by appropriate actions diligently conducted or (ii) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect;
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2.1.14.4 FCPA: No part of the proceeds of the Loans will be used, directly or, to the knowledge of the Canadian Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA or the CFPOA. The Canadian Borrower and its Subsidiaries have conducted their businesses in compliance with the FCPA, the UK Bribery Act 2010, the CFPOA 2010 and other similar anti-corruption legislation in other jurisdictions to the extent applicable thereto, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws;

2.1.14.5 OFAC: None of the Canadian Borrower or any of its Subsidiaries, nor, any director or officer of the Canadian Borrower or its Subsidiaries, nor to the knowledge of the Canadian Borrower, any employee or agent of the Canadian Borrower or any of its Subsidiaries, (i) is a Designated Person, (ii) is currently subject to any U.S. sanctions administered by OFAC or (iii) located, organized or resident in a country that is subject of Sanctions Applicable Laws and Regulations. No part of the proceeds of the Loans will be used, directly or, to the knowledge of the Canadian Borrower, indirectly, in violation of any Sanctions Applicable Laws and Regulations;

2.1.15 Taxes: except as disclosed in **Schedule 2.1.15**, it has filed when due with the appropriate Governmental Authority all material tax returns, reports and statements required to be filed by it, and it has paid when due all Taxes due and payable on or before the due date thereof (other than Taxes for which immediate payment is not required by the relevant Governmental Authority, the payment of which is being contested in good faith by appropriate proceedings and in respect of which adequate reserves or provisions have been made in its books and records and other than Taxes in an amount which is not material (either individually or in the aggregate) and which may be owing to Governmental Authorities) and, in the case of Taxes not yet due or payable, has made adequate reserve or provision for such Taxes in its books and records in accordance with Applicable Accounting Principles;

2.1.16 Financial Statements of Canadian Borrower: (i) the audited consolidated financial statements of the Canadian Borrower for its fiscal year ended December 31, 2020 and the unaudited consolidated financial statements of the Canadian Borrower for the three and six-months ended June 30, 2021 which have been provided to the Lenders prior to the date hereof are complete and correct and present fairly, in accordance with Applicable Accounting Principles, the consolidated financial position of the Canadian Borrower and its Subsidiaries at their respective dates and the consolidated results of operations, retained earnings and, as applicable, changes in financial position or cash flows of the Canadian Borrower, for the respective periods to which such statements relate; (ii) except as disclosed or reflected in such financial statements, as at June 30, 2021, neither the Canadian Borrower nor any other Obligor had any liability, contingent or otherwise, or any unrealized or anticipated loss, that, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect; and (iii) since June 30, 2021 there has been no change in the consolidated financial condition of the Canadian Borrower from that set forth in the said consolidated financial statements which could have a Material Adverse Effect;

2.1.17 Future Financial Statements: the financial statements delivered from time to time to the Lenders pursuant to Section 14.1.2 are complete and correct in all material respects and present fairly, in accordance with Applicable Accounting Principles (except for changes therein or departures therefrom that are described in the certificate or report accompanying such statements and that have been approved in writing by the Auditors), the consolidated or non-consolidated, as the case may be, financial position of the Canadian Borrower and its Subsidiaries, as the case may be, as at their respective dates and the consolidated or non-consolidated, as the case may be, results of operations, retained earnings and cash flows of the Canadian Borrower and its Subsidiaries for the respective periods to which such statements relate, and the furnishing of the same to the Lenders shall constitute a representation and warranty by the Canadian Borrower made on the date the same are furnished to the Lenders to that effect and to the further effect that, except as disclosed or reflected in such financial statements, as at the respective dates thereof, neither the Canadian Borrower nor any other Obligor had any liability, contingent or otherwise, or any unrealized or anticipated loss, that could reasonably be expected to have a Material Adverse Effect;

2.1.18 Forecasts and Information Supplied: (i) all factual information that has been made or will be made available to the Lenders by the Canadian Borrower or on its behalf was and will be, when furnished, complete and correct in all material respects and does not, or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement contained therein not materially misleading in light of the circumstances under which such statements are made; and (ii) such financial and other information in respect of the Canadian Borrower and its Affiliates (the “**Financial Analyses**”) that have been or will be made available to the Lenders by the Canadian Borrower or on its behalf have been or will be prepared in good faith based upon reasonable assumptions; provided, however, that the Lenders acknowledge that there is no assurance that actual results will correspond to any financial projections or forecasts contained in the Financial Analyses;

2.1.19 No Material Adverse Effect: there has been no Material Adverse Effect since June 30, 2021; there is no fact known to it which could have a Material Adverse Effect which has not been fully disclosed to the Administrative Agent other than matters of a general economic nature;

- 2.1.20 Licences; No Burdensome Restrictions, Etc.: except as disclosed in **Schedule 2.1.20** it possesses all franchises, certificates, licences, permits and other authorizations or exemptions from regulatory authorities and other Governmental Authorities, free from burdensome restrictions or known conflict with the rights of others, that are material and necessary under Applicable Laws for the ownership, lease, maintenance and operation of its properties and assets and the conduct of its business as now conducted and as proposed to be conducted, and it is not in violation of any thereof, which failure to possess or violation could have a Material Adverse Effect;
- 2.1.21 Withholding of taxes, Etc.: except as disclosed in **Schedule 2.1.21** and Taxes in an amount which is not material (either individually or in the aggregate) and which may be owing to Governmental Authorities, it has deducted and withheld amounts in respect of amounts paid by it to all employees for all periods in full and complete compliance with all tax, social security, unemployment and other provisions of Applicable Laws, and has paid or remitted such deductions or withholdings when due to the relevant Governmental Authorities;
- 2.1.22 Canadian Borrower not Non-Resident of Canada: the Canadian Borrower is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- 2.1.23 Subsidiaries: **Schedule 2.1.23** sets forth a complete and accurate corporate chart and list of all Obligor, showing, as of the date hereof, (a) as to each such Obligor, (i) the jurisdiction of its incorporation or organization, (ii) the number of outstanding shares of each class of Equity Interests thereof (other than in relation to the Canadian Borrower), the owner of such Equity Interests, and (iii) the location of its corporate records and its registered and chief executive offices, and (b) in relation to each Obligor with tangible assets located in Canada, the provinces where it conducts business (other than provinces where no material business is conducted and (i) the book value of any tangible personal property located in such jurisdiction is less than \$1,000,000; or (ii) tangible personal property located in such jurisdiction is either of a mobile nature and not permanently stored in such location or is only located therein on a temporary basis not exceeding 30 days);
- 2.1.24 Material Contracts: **Schedule 2.1.24** sets forth a complete list of all Material Contracts; it is not in default to perform or observe its obligations under any such Material Contract, which default could have a Material Adverse Effect; the Material Contracts to which it is a party are in full force and effect; except for those already given or obtained, no notice nor consent is required to be given or obtained under any Material Contract in connection with the execution of this Agreement;

- 2.1.25 Indebtedness: it has no Indebtedness other than the Existing Indebtedness and the Indebtedness of the Obligors permitted pursuant to the provisions of Subsection 14.3.1;
- 2.1.26 Banking: **Schedule 2.1.26** sets out each bank account maintained with any financial institution other than Bank of Montreal and its Affiliates and the Lenders which has more than US\$15,000,000 in the relevant account at any given time; it does not maintain a bank account with any financial institution other than Bank of Montreal and its Affiliates and the Lenders except (a) bank accounts with less than US\$50,000,000 in the aggregate at any given time, (b) bank accounts resulting from a Permitted Acquisition, provided that such bank accounts shall be closed within 18 months after the Permitted Acquisition and maintained in accordance with Section ~~14.1.3~~ [14.1.13](#) and (c) such other accounts which are subject to an account control agreement satisfactory to the Administrative Agent or as otherwise approved by the Administrative Agent;
- 2.1.27 Fiscal year end: except as disclosed in **Schedule 2.1.27**, the fiscal year end of each of the Obligors is December 31;
- 2.1.28 Labour Matters: except as disclosed in **Schedule 2.1.28**, there are no strikes or other labour disputes against it and pending or, to the best of its knowledge and belief after due inquiry, anticipated which could reasonably be expected to have a Material Adverse Effect and there are no complaints or charges against it pending or, to the best of its knowledge and belief, after due inquiry, threatened to be filed with any governmental or regulatory body or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment by it which could have a Material Adverse Effect;
- 2.1.29 Pension Plans:
- 2.1.29.1 the Canadian Pension Plans are duly registered under the provisions of the ITA and any other Applicable Law and no event has occurred which is reasonably likely to cause such registered status to be revoked. The Canadian Pension Plans have been administered in accordance, in all material respects, with the ITA and all other Applicable Laws. No promises of benefit improvements under the Canadian Pension Plans have been made except where such improvements could not have a Material Adverse Effect. Except where noncompliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Loan Party has made all contributions required to be made by it in a timely fashion in respect of the applicable Canadian Multi-Employer Plan in accordance with the terms of the applicable collective bargaining agreement relating to such plan;
- 2.1.29.2 no ERISA Event has occurred or is reasonably expected to occur; (ii) neither the Canadian Borrower nor any of its ERISA Affiliates has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 et seq. or Section 4243 of ERISA with respect to a Multiemployer Plan; and (iii) neither the Canadian Borrower nor any of its ERISA Affiliates has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 2.1.29.2, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

- 2.1.30 No Omissions: it has not withheld from any Lender any material information relating to its financial condition or business which would reasonably be expected to be material to a prospective lender contemplating a loan of the size and nature contemplated in this Agreement;
- 2.1.31 Anti-Corruption Laws: no part of the proceeds of the Advances shall be used, directly or indirectly by the Canadian Borrower or any Subsidiary: (i) to offer or give anything of value to any official or employee of any foreign government department or agency or instrumentality or government-owned entity, to any foreign political party or party official or political candidate or to any official or employee of a public international organization, or to anyone else acting in an official capacity (collectively, “**Foreign Official**”), in order to obtain, retain or direct business by (A) influencing any act or decision of such Foreign Official in his official capacity, (B) inducing such Foreign Official to do or omit to do any act in violation of the lawful duty of such Foreign Official, (C) securing any improper advantage or (D) inducing such Foreign Official to use his influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality; (ii) to violate the Corruption of Foreign Public Officials Act (Canada); or (iii) to violate any other anti-corruption Applicable Law applicable to the Canadian Borrower and each of its Subsidiaries;
- 2.1.32 Anti-money Laundering and Anti-terrorist Financing Laws: the operations of the Canadian Borrower and each of its Subsidiaries are in compliance in all material respects with applicable financial record keeping and reporting requirements under, and other aspects of, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other anti-money laundering, anti-terrorist financing, and government sanction laws, regulations and guidelines applicable to the Canadian Borrower and each of its Subsidiaries, whether within Canada or elsewhere and no part of the proceeds of the Advances shall be used, directly or indirectly by the Canadian Borrower or any Subsidiary in contravention of any such laws, regulations and guidelines;
- 2.1.33 Margin Regulations; Investment Company Act: as of the Closing Date, not more than 25% of the value of the assets of the Canadian Borrower and its Guarantors, on a consolidated basis, is Margin Stock. No Obligor is engaged nor will it engage, principally or as one of its important activities, in the business of (i) purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB) or (ii) extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Borrowings will be used for any purpose that violates Regulation U. No Obligor is an “investment company” as defined in the Investment Company Act of 1940;

2.1.34 Solvency: on the Closing Date, after giving effect to the Transactions, the Canadian Borrower and its Restricted Subsidiaries, on a consolidated basis, are Solvent;

2.1.35 Security Documents: except as otherwise contemplated hereby or under any other Loan Documents, the provisions of the Security Documents, together with such filings and other actions required to be taken hereby or by the applicable Security Documents, are effective to create in favour of the Administrative Agent for the benefit of the Lenders a legal, valid and perfected Lien and Security Interest on the Collateral with the ranking or priority required by the Collateral and Guarantee Requirement on all right, title and interest of the Canadian Borrower and the other applicable Obligor, respectively, in the Collateral described therein (other than such Collateral in which a security interest cannot be perfected under the Uniform Commercial Code, the PPSA or by possession or control). Notwithstanding anything herein (including this Section 2.1.35) or in any other Loan Document to the contrary, neither the Canadian Borrower nor any other Obligor makes any representation or warranty as to (A) the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests of any Subsidiary that is not a Obligor, or as to the rights and remedies of the Administrative Agent or any Lender with respect thereto, in each case, under foreign law, (B) the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest to the extent such pledge, security interest, perfection or priority is not required pursuant to this Agreement and the Collateral and Guarantee Requirement or (C) on the Closing Date and until required pursuant to Section 14.1.9 or 14.1.10, the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent not required on the Closing Date pursuant to Section 13.1.1.

2.1.36 Accuracy of Information: At the time of delivery thereof to any Lender, the information provided by the Borrowers pursuant to Section ~~14.1.6~~ 14.1.16 is, or will be, when furnished, complete and correct in all material respects on and as of such date.

2.2 Survival of Representations and Warranties

All representations and warranties of each Obligor contained herein and in any certificate or material delivered hereunder or pursuant to any of the other Loan Documents shall be deemed to have been relied upon by the Administrative Agent and the Lenders notwithstanding any investigation heretofore or hereafter made by any of the Lenders and the Administrative Agent or by their respective counsel or by any other representative of the Administrative Agent or the Lenders and all such representations and warranties shall be deemed to be given on the date of this Agreement and, except, if made as of a specific date and for the representations and warranties set forth in Section 2.1.16 (which shall be read as if they referred to the most recent financial statements delivered by the Obligor to the Administrative Agent pursuant to Section 14.1.2), on each Drawdown Date, on each Conversion Date, on each Rollover Date, on each date of issuance, extension or renewal of a Letter of Credit and on each date of the delivery of a Compliance Certificate, with the same effect, subject to and to the extent consistent with the transactions contemplated hereby and changes to the Schedules made pursuant to Section 14.1.2.8, as if made at and as of each such date, by reference to the facts and circumstances then prevailing.

ARTICLE 3
THE FACILITY A CREDIT

3.1 Obligations of the Lenders and Use of Proceeds

3.1.1 Facility A Commitment: Relying on each of the representations and warranties set out in ARTICLE 2 and subject to the terms of this Agreement, each Lender, severally and not jointly, agrees to make its Facility A Commitment under the Facility A Credit available to the Canadian Borrower, on a revolving basis, during the period from the date hereof until the Facility A Termination Date:

3.1.1.1 in CDollars by way of Canadian Rate Advances;

3.1.1.2 in USDollars by way of US Base Rate Advances;

3.1.1.3 in CDollars by way of ~~Aeeceptance of Bankers' Aeeptances or, as the case may be, BA Equivalent~~ Term CORRA Advances;

3.1.1.4 in CDollars by way of Daily Compounded CORRA Advances;

3.1.1.5 ~~3.1.1.4~~ in USDollars by way of SOFR Advances; and

3.1.1.6 ~~3.1.1.5~~ by way of Letters of Credit in CDollars or USDollars (subject to ARTICLE 11);

provided that a Lender shall have no obligation (a) to make any Facility A Advance if at any time the amount thereof exceeds its then Facility A Available Commitment; or (b) to make any Advance, Conversion Advance or Rollover Advance under Facility A Credit at any time that a Default or an Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement).

3.1.2 Use of Funds: The Canadian Borrower agrees to use the proceeds of the Advances under the Facility A Credit: (i) for ongoing operating and working capital requirements and general corporate purposes of any member of the Group; (ii) to finance Capital Expenditures and acquisitions and investments incurred or made in accordance with the provisions hereof including Permitted Acquisitions; (iii) to finance Permitted Note Redemptions from time to time of High Yield Notes which are Senior Secured Notes and up to a maximum aggregate principal amount of US\$200,000,000 of High Yield Notes which are unsecured (such aggregate amount to be determined for the period from the Closing Date to the Maturity Date) and, in the case of any Permitted Note Redemption, provided that the ratio of the outstanding principal amount under the Credit to Adjusted EBITDA is equal to or less than 4.50:1 and the Financial Covenants will be satisfied immediately before and after giving effect to such Permitted Note Redemption; (iv) to repay on account of principal outstanding under the Term Loan Agreement the Equivalent Amount in USDollars of up to a maximum aggregate of C\$400,000,000; and (v) such other purposes as the Administrative Agent may authorize from time to time in writing.

3.1.3 Termination of Facility A Commitments: The Facility A Total Commitment and the Facility A Commitment of each Lender shall terminate on the Facility A Termination Date.

3.1.4 Maximum Amount of Letters of Credit: The Letter of Credit Exposure under the Facility A Credit shall not, at any time, exceed C\$400,000,000.

3.2 Direct Advances ~~and Bankers' Acceptances~~

3.2.1 Subject to the terms and conditions hereof, from time to time during the period from the date hereof until the Facility A Termination Date and upon giving to the Administrative Agent prior written notice in accordance with Section 3.4 by means of a Notice of Borrowing, the Canadian Borrower may borrow from each Lender, through the Administrative Agent, up to the amount of its Facility A Available Commitment:

3.2.1.1 by way of Canadian Rate Advance provided the aggregate amount of each such Advance shall be C\$500,000 or in integral multiples of C\$100,000 in excess of such amount;

3.2.1.2 by way of US Base Rate Advance provided the aggregate amount of each such Advance shall be US\$500,000 or in integral multiples of US\$100,000 in excess of such amount;

~~3.2.1.3 by way of SOFR Advance provided the aggregate amount of each such Advance shall be US\$1,000,000 or in integral multiples of US\$100,000 in excess of such amount; and~~

~~3.2.1.4 by way of Acceptance of Bankers' Acceptances (or, as the case may be, BA Equivalent Advances)~~
3.2.1.3 by way of Term CORRA Advance provided the aggregate amount of each such Advance shall be C\$5,000,000 or in integral multiples of C\$100,000 in excess of such amount;

3.2.1.4 by way of Daily Compounded CORRA Advance provided the aggregate amount of each such Advance shall be C\$5,000,000 or in integral multiples of C\$100,000 in excess of such amount; and

3.2.1.5 by way of SOFR Advance provided the aggregate amount of each such Advance shall be US\$1,000,000 or in integral multiples of US\$100,000 in excess of such amount.

3.2.2 In each Notice of Borrowing in which the Canadian Borrower has elected to pay interest at Adjusted Term SOFR (plus the Applicable Margin) on all or part of the Borrowing, the Canadian Borrower shall specify the duration it selects for the initial Interest Period with respect to such SOFR Loan Portion in accordance with Section ~~9.8~~9.10.

3.2.3 In each Notice of Borrowing in which the Canadian Borrower has elected ~~Bankers' Aacceptance~~to pay interest at the Adjusted Term CORRA or the Adjusted Daily Compounded CORRA (in each case plus the Applicable Margin) on all or part of the Borrowing, the Canadian Borrower shall specify the ~~maturity date for such Bankers' Aacceptance~~duration it selects for the initial Interest Period with respect to such Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, in accordance with Section ~~10.1.3. Borrowings by way of Bankers' Aacceptance~~shall be in accordance with ARTICLE 9, 10.

3.2.4 Each Notice of Borrowing shall be irrevocable and binding on the Canadian Borrower. In all cases the Drawdown Date shall be a Banking Day if only Advances in CDollars are requested, or a Business Day, for all other Advances.

3.2.5 Within the limits of each Lender's Facility A Commitment, the Canadian Borrower may borrow under this Section 3.2, repay pursuant to Section 8.2 and reborrow under this Section 3.2.

3.2.6 Any obligation of a Lender to make SOFR Advances is subject to availability.

3.3 Letters of Credit

Subject to the terms and conditions hereof and provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement) and during the period from the date of this Agreement until 30 days prior to the Facility A Maturity Date, the Canadian Borrower may request the issuance of Facility A Letters of Credit in accordance with ARTICLE 11.

3.4 Notice Provisions

3.4.1 For each Borrowing (other than a Swingline Advance), each optional repayment and each conversion with respect to the Facility A Credit, the Administrative Agent shall have received prior to 10:00 a.m. (Toronto time) from the Canadian Borrower in writing a Notice of Borrowing, a Notice of Optional Repayment, a Notice of Conversion or a Notice of Rollover, as the case may be, in accordance with the following:

3.4.1.1 at least one (1) Banking Day prior to the Drawdown Date, the Conversion Date or Optional Repayment Date, as the case may be, for each Borrowing, conversion or optional repayment by way of Canadian Rate Advance or US Base Rate Advance,

- 3.4.1.2 at least two (2) ~~Banking~~ Business Days prior to the Drawdown Date, Conversion Date or Rollover Date, as the case may be, for each Borrowing or conversion by way of ~~Aeeceptance~~ Daily Compounded CORRA Advance,
- 3.4.1.3 at least three (3) Business Days prior to the Drawdown Date, Conversion Date or Rollover Date, as the case may be, for each Borrowing or conversion by way of SOFR Advance or Term CORRA Advance; and
- 3.4.1.4 for each Borrowing by way of a Letter of Credit, as provided in Section 11.7.
- 3.4.2 If the Canadian Borrower gives a Notice of Borrowing to the Administrative Agent in accordance with Section 3.4.1 or a Notice of Conversion or a Notice of Rollover to the Administrative Agent, the Administrative Agent shall on the same day it receives such Notice of Borrowing, Notice of Conversion or Notice of Rollover, notify each Lender by fax of the particulars of such request for a Borrowing, Conversion Advance or Rollover Advance and, in the case of a Borrowing, such Lender's Facility A Participation in the proposed Borrowing and each Lender shall, no later than 2:00 p.m. (Toronto time) on the Drawdown Date, make or procure to be made its Facility A Participation in the Borrowing available to the Administrative Agent.
- 3.4.3 Subject to the terms hereof, the Administrative Agent shall make each such Borrowing available to the Canadian Borrower for value on the Drawdown Date.

3.5 Pro Rata Treatment

Except for Swingline Advances which shall be requested only from the Swingline Lender, the Canadian Borrower agrees to request through the Administrative Agent any Borrowing under the Facility A Credit from the Lenders pro rata in all respects according to their respective Facility A Commitments (determined without taking into account the Swingline Loan or Swingline Limit) and the Lenders agree to make each such Borrowings available to the Canadian Borrower, through the Administrative Agent, pro rata in all respects according to their respective Facility A Commitments (determined without taking into account the Swingline Loan or Swingline Limit). A Lender shall not be responsible for the Facility A Commitment of any other Lender. Without prejudice to the rights of the Canadian Borrower against a defaulting Lender, the failure or incapacity of a Lender to make available its Facility A Participation in a Borrowing to the Canadian Borrower in accordance with its obligations under this Agreement does not release the other Lenders from their obligations.

3.6 Accounts kept by the Administrative Agent

The Administrative Agent shall keep in its books, accounts for the Facility A Loan and other amounts payable by the Canadian Borrower under this Agreement. The Administrative Agent shall keep appropriate registers showing, as debits, the amount of the indebtedness of the Canadian Borrower towards it in respect of the Facility A Loan, the amount and date of each Advance, Conversion Advance and Rollover Advance, the amount of all accrued interest and any other amount due to such Lender pursuant hereto and, as credits, each payment or repayment of principal or interest made in respect of such indebtedness as well as other amounts paid by the Canadian Borrower pursuant hereto. Such registers shall constitute (in the absence of manifest error) *prima facie* evidence of their content against the Canadian Borrower and the Lenders; provided that the obligation of the Canadian Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Administrative Agent to keep such registers. The Administrative Agent shall supply any Lender and the Canadian Borrower, on demand, with copies of such registers.

3.7 Accounts kept by the Swingline Lender

The Swingline Lender shall keep in its books, in respect of the Swingline Loan, accounts for the Swingline Loan and other amounts payable by the Canadian Borrower to it under this Agreement. The Swingline Lender shall make appropriate entries showing, as debits, the amount of the indebtedness of the Canadian Borrower towards it in respect of the Swingline Loan, the amount of all accrued interest and any other amount due to the Swingline Lender pursuant hereto and, as credits, each payment or repayment of principal and interest made in respect of such indebtedness as well as other amounts paid to the Swingline Lender pursuant hereto.

3.8 Conversion Option

At any time prior to the Facility A Maturity Date, subject to Section 8.1, and provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), the Canadian Borrower may elect to convert by Notice of Conversion received by the Administrative Agent, and on the Conversion Date set forth therein the Canadian Borrower shall convert, any US Base Rate Loan, Canadian Rate Loan, SOFR Loan ~~or Bankers' Acceptance~~, Daily Compounded CORRA Loan, Term CORRA Loan or any portion thereof outstanding under the Facility A Credit (each a "**Converted Advance**") into another ~~basis of funding~~ Type of Loan in the same currency under the Facility A Credit (each a "**Conversion Advance**") other than Letters of Credit. The provisions of this Agreement relating to Canadian Rate Advances, US Base Rate Advances, SOFR Advances ~~and Acceptances~~, Daily Compounded CORRA Advances and Term CORRA Advances shall apply *mutatis mutandis* to Conversion Advances comprising Canadian Rate Advances, US Base Rate Advances, SOFR Advances ~~and Acceptances~~, Daily Compounded CORRA Advances and Term CORRA Advances, respectively.

3.9 Swingline Loan

- At any time that the Canadian Borrower would be entitled to obtain Facility A Advances and to such extent provided in this Section 3.9, the Canadian Borrower shall be entitled to create or increase an overdraft in its CDollar Current Account or USDollar Current Account, without having to provide to the Administrative Agent a Notice of Borrowing. The Swingline CDollar Availment and Swingline USDollar Availment from time to time outstanding shall be deemed to be a Canadian Rate Loan or a US Base Rate Loan respectively.
- 3.9.1

3.9.2 The Canadian Borrower undertakes not to permit the Swingline Loan at any time to exceed the Swingline Limit at such time. For greater certainty and notwithstanding any other provision of this Agreement, the Swingline Lender shall not be obligated to permit at any time the creation or the increase of an overdraft in the CDollar Current Account or USDollar Current Account (a “**Swingline Advance**”), to the extent that at such time the Swingline Loan would exceed the Swingline Limit.

3.9.3 It is the intention of the parties hereto that the Swingline Loan be available to the Canadian Borrower pending the obtaining of Facility A Advances pursuant to Section 3.2. Accordingly, on any Banking Day the Swingline Loan equals or exceeds the Swingline Limit or, from time to time, as the Swingline Lender, in its sole and entire discretion, deems it appropriate, the Swingline Lender shall deliver a written notice to the Administrative Agent (which in turn will provide notice to, in accordance with the provisions of this Agreement, each of the Lenders and to the Canadian Borrower), requiring repayment of the Swingline Loan then outstanding or any portion thereof. Such written notice from the Swingline Lender to the Administrative Agent shall be delivered not later than 11:00 a.m. (Toronto time) one (1) Banking Day prior to the proposed date of repayment of the Swingline Loan then outstanding or any portion thereof and any repayment amount specified in such notice may be for the full amount of the Swingline Loan then outstanding or be in a minimum amount of C\$500,000 or US\$500,000, as the case may be, and multiples of C\$100,000 or US\$100,000 respectively in excess thereof. The Canadian Borrower shall be deemed to have given at such time a Notice of Borrowing to the Administrative Agent requesting a Canadian Rate Advance and a US Base Rate Advance, as applicable, under the Facility A Credit in an amount equal to the portion of the Swingline Loan owing by the Canadian Borrower and to be repaid as specified by the Swingline Lender. If the aggregate principal amount of all such requested Advances and the Facility A Loan outstanding would not exceed the Facility A Total Commitment at such time, and no Event of Default is then continuing, the Lenders shall make such requested Advances on the next Banking Day and the Administrative Agent shall apply the proceeds thereof in full and partial repayment, as the case may be, of the Swingline Loan then outstanding. The Administrative Agent shall promptly notify the Canadian Borrower of any such Advance made, and the Canadian Borrower agrees to accept each such Advance and hereby irrevocably authorizes and directs the Administrative Agent to apply the proceeds thereof in payment of the Swingline Loan as aforesaid.

3.9.4 If at any time that the Facility A Total Commitment has been terminated following an Event of Default as provided in Section 16.2 and the Facility A Loan is not outstanding rateably from the Lenders (with the outstanding Swingline Loan being deemed for such purpose outstanding under the Swingline Lender's Facility A Commitment), any Lender from which excess Advances are outstanding (the "**Surplus Lender**") shall sell to any Lender from which deficit Advances are outstanding (the "**Deficit Lender**"), and the Deficit Lender shall purchase from the Surplus Lender, for cash, at par, without representation or warranty from or recourse to the Surplus Lender, an interest in such of the Advances outstanding from the Surplus Lender as results in the ratio of the Facility A Advances outstanding from all Lenders being equal to the ratio of their Facility A Commitments. The intention of this Section 3.9.4 is that when any and all purchases and sales required hereby have been completed, the outstanding Facility A Advances under the Facility A Credit will be outstanding rateably from the Lenders. The Administrative Agent, upon consultation with the Lenders, shall have the power to settle any documentation required to evidence any such purchase and sale and, if deemed advisable by the Administrative Agent, to execute any document as attorney for any Lender in order to complete any such purchase and sale. The Canadian Borrower and the Lenders acknowledge that the foregoing arrangements are to be settled by the Lenders among themselves, and the Canadian Borrower expressly consents to the foregoing arrangements among such Lenders.

3.9.5 Each of the Lenders shall indemnify and save harmless the Swingline Lender (to the extent not reimbursed by the Canadian Borrower) on a rateable basis based on the Facility A Commitment of each such Lender against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, payments or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Swingline Lender in any way related to or arising out of the Swingline Loan or any Swingline Advance made by the Swingline Lender, except for any such liabilities resulting from the gross negligence or wilful misconduct of the Swingline Lender.

3.9.6 The Canadian Borrower shall advise the Swingline Lender from time to time but not more frequently than as may be agreed by the Swingline Lender as to the allocation of the Swingline Limit between the CDollar Current Account and the USDollar Current Account.

3.10 Increase of the Facility A Credit [Intentionally Deleted]

ARTICLE 4 TERMINATION OF THE FACILITY B CREDIT

4.1 Termination of Facility B Credit

The Facility B Credit is hereby cancelled and terminated effective on the date of this Agreement.

4.2 Facility B Letters of Credit

Each Facility B Letter of Credit outstanding on the date of this Agreement shall be deemed to be a Facility A Letter of Credit outstanding under the Facility A Credit.

ARTICLE 5
THE FACILITY C CREDIT

5.1 Obligations of the Lenders and Use of Proceeds

5.1.1 Facility C Commitment: Relying on each of the representations and warranties set out in ARTICLE 2 and subject to the terms of this Agreement, each Lender, severally and not jointly, agrees to make its Facility C Commitment under the Facility C Credit available to the US Borrower, on a revolving basis, during the period from the date hereof until the Facility C Termination Date:

5.1.1.1 in USDollars by way of US Prime Rate Advances;

5.1.1.2 in USDollars by way of SOFR Advances; and

5.1.1.3 in USDollars by way of Sweep to Loan Arrangement as US Prime Rate Advances;

provided that a Lender shall have no obligation (a) to make any Facility C Advance if at any time the amount thereof exceeds its then Facility C Available Commitment; or (b) to make any Advance or Conversion Advance under Facility C Credit at any time that a Default or an Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement).

5.1.2 Use of Funds: The US Borrower agrees to use the proceeds of the Advances under the Facility C Credit: (i) for ongoing operating and working capital requirements and cash management purposes of any member of the Group; (ii) to finance Capital Expenditures and acquisitions and investments incurred or made in accordance with the provisions hereof, including Permitted Acquisitions, and (iii) such other purposes as the Administrative Agent may authorize from time to time in writing.

5.1.3 Termination of Facility C Commitments: The Facility C Total Commitment and the Facility C Commitment of each Lender shall terminate on the Facility C Termination Date.

5.2 Direct Advances

5.2.1 Subject to the terms and conditions hereof, from time to time during the period from the date hereof until the Facility C Termination Date and upon giving to the Administrative Agent prior written notice in accordance with Section 5.3 by means of a Notice of Borrowing (except in the case of a US Prime Rate Advance pursuant to the Sweep to Loan Arrangement), the US Borrower may borrow from each Lender, through the Administrative Agent, up to the amount of its Facility C Available Commitment:

5.2.1.1 by way of US Prime Rate Advance provided the aggregate amount of each such Advance shall be US\$500,000 or in integral multiples of US\$100,000 in excess of such amount; and

5.2.1.2 by way of SOFR Advance provided the aggregate amount of each such Advance shall be US\$1,000,000 or in integral multiples of US\$100,000 in excess of such amount.

5.2.2 In each Notice of Borrowing in which the US Borrower has elected to pay interest at Adjusted Term SOFR (plus the Applicable Margin) on all or part of the Borrowing, the US Borrower shall specify the duration it selects for the initial Interest Period with respect to such SOFR Loan Portion in accordance with Section ~~9.8~~9.10.

5.2.3 Each Notice of Borrowing shall be irrevocable and binding on the US Borrower. In all cases the Drawdown Date shall be a Business Day.

5.2.4 Within the limits of each Lender's Facility C Commitment, the US Borrower may borrow under this Section 5.2, repay pursuant to Section 8.4 and reborrow under this Section 5.2.

5.2.5 Any obligation of a Lender to make SOFR Advances is subject to availability.

5.2.6 So long as a Sweep to Loan Arrangement is in effect, and subject to the terms and conditions thereof, Swingline Loans made by the Lender may be advanced and prepaid hereunder notwithstanding any notice, minimum amount, or funding and payment location requirements hereunder for any advance of Facility C Loans or for any prepayment of any Facility C Loans under the Sweep to Loan Arrangement.

5.3 Notice Provisions

5.3.1 For each Borrowing, each optional repayment and each conversion with respect to the Facility C Credit, the Administrative Agent shall have received prior to 10:00 a.m. (Toronto time) from the US Borrower in writing a Notice of Borrowing, a Notice of Optional Repayment, a Notice of Conversion or Notice of Rollover, as the case may be, in accordance with the following:

5.3.1.1 at least one (1) Banking Day prior to the Drawdown Date, the Conversion Date or Optional Repayment Date, as the case may be, for each Borrowing, conversion or optional repayment by way of US Prime Rate Advance, and

5.3.1.2 at least three (3) Business Days prior to the Drawdown Date, Conversion Date or Rollover Date, as the case may be, for each Borrowing or conversion by way of SOFR Advance.

5.3.2 If the US Borrower gives a Notice of Borrowing to the Administrative Agent in accordance with Section 5.3.1, or a Notice of Conversion or a Notice of Rollover, the Administrative Agent shall on the same day it receives such Notice of Borrowing, Notice of Conversion or Notice of Rollover notify each Lender by fax of the particulars of such request for a Borrowing, Conversion Advance or Rollover Advance and, in the case of a Borrowing, such Lender's Facility C Participation in the proposed Borrowing and each Lender shall, no later than 2:00 p.m. (Toronto time) on the Drawdown Date, make or procure to be made its Facility C Participation in the Borrowing available to the Administrative Agent.

5.3.3 Subject to the terms hereof, the Administrative Agent shall make each such Borrowing available to the US Borrower for value on the Drawdown Date.

5.4 Pro Rata Treatment

The US Borrower agrees to request through the Administrative Agent any Borrowing under the Facility C Credit from the Lenders pro rata in all respects according to their respective Facility C Commitments and the Lenders agree to make each such Borrowings available to the US Borrower, through the Administrative Agent, pro rata in all respects according to their respective Facility C Commitments. A Lender shall not be responsible for the Facility C Commitment of any other Lender. Without prejudice to the rights of the US Borrower against a defaulting Lender, the failure or incapacity of a Lender to make available its Facility C Participation in a Borrowing to the US Borrower in accordance with its obligations under this Agreement does not release the other Lenders from their obligations.

5.5 Accounts kept by the Administrative Agent

The Administrative Agent shall keep in its books, accounts for the Facility C Loan and other amounts payable by the US Borrower under this Agreement. The Administrative Agent shall keep appropriate registers showing, as debits, the amount of the indebtedness of the US Borrower towards it in respect of the Facility C Loan, the amount and date of each Advance, Conversion Advance and Rollover Advance, the amount of all accrued interest and any other amount due to such Lender pursuant hereto and, as credits, each payment or repayment of principal or interest made in respect of such indebtedness as well as other amounts paid by the US Borrower pursuant hereto. Such registers shall constitute (in the absence of manifest error) *prima facie* evidence of their content against the US Borrower and the Lenders; provided that the obligation of the US Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Administrative Agent to keep such registers. The Administrative Agent shall supply any Lender and the US Borrower, on demand, with copies of such registers.

5.6 Conversion Option

At any time prior to the Facility C Maturity Date, subject to Section 8.3 and provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), the US Borrower may elect to convert by Notice of Conversion received by the Administrative Agent, and on the Conversion Date set forth therein the US Borrower shall convert, any US Prime Rate Loan, or SOFR Loan or any portion thereof outstanding under the Facility C Credit (each a “**Converted Advance**”) into another ~~basis of funding~~ Type of Loan in the same currency under the Facility C Credit (each a “**Conversion Advance**”). The provisions of this Agreement relating to US Prime Rate Advances and SOFR Advances shall apply *mutatis mutandis* to Conversion Advances comprising US Prime Rate Advances and SOFR Advances, respectively.

ARTICLE 6
FACILITY D CREDIT

6.1 Obligations of the Lenders and Use of Proceeds

6.1.1 Facility D Commitment: Relying on each of the representations and warranties set out in ARTICLE 2 and subject to the terms of this Agreement, each Lender, severally and not jointly, agrees to make its Facility D Commitment under the Facility D Credit available to the US Borrower, on a revolving basis, during the period from the date hereof until the Facility D Termination Date:

6.1.1.1 in USDollars by way of US Prime Rate Advances; and

6.1.1.2 in USDollars by way of SOFR Advances;

provided that a Lender shall have no obligation (a) to make any Facility D Advance if at any time the amount thereof exceeds its then Facility D Available Commitment; or (b) to make any Advance or Conversion Advance under Facility D Credit at any time that a Default or an Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement).

6.1.2 Use of Funds: The US Borrower agrees to use the proceeds of the Advances under the Facility D Credit: (i) for ongoing operating and working capital requirements and general corporate purposes of any member of the Group; (ii) to finance Capital Expenditures and acquisitions and investments incurred or made in accordance with the provisions hereof including Permitted Acquisitions; and (iii) such other purposes as the Administrative Agent may authorize from time to time in writing.

6.1.3 Termination of Facility D Commitments: The Facility D Total Commitment and the Facility D Commitment of each Lender shall terminate on the Facility D Termination Date.

6.2 Direct Advances

6.2.1 Subject to the terms and conditions hereof, from time to time during the period from the date hereof until the Facility D Termination Date and upon giving to the Administrative Agent prior written notice in accordance with Section 6.3 by means of a Notice of Borrowing, the US Borrower may borrow from each Lender, through the Administrative Agent, up to the amount of its Facility D Available Commitment:

6.2.1.1 by way of US Prime Rate Advance provided the aggregate amount of each such Advance shall be US\$500,000 or in integral multiples of US\$100,000 in excess of such amount; and

6.2.1.2 by way of SOFR Advance provided the aggregate amount of each such Advance shall be US\$1,000,000 or in integral multiples of US\$100,000 in excess of such amount.

- 6.2.2 In each Notice of Borrowing in which the US Borrower has elected to pay interest at Adjusted Term SOFR (plus the Applicable Margin) on all or part of the Borrowing, the US Borrower shall specify the duration it selects for the initial Interest Period with respect to such SOFR Loan Portion in accordance with Section ~~9.8~~9.10.
- 6.2.3 Each Notice of Borrowing shall be irrevocable and binding on the US Borrower. In all cases the Drawdown Date shall be a Business Day.
- 6.2.4 Within the limits of each Lender's Facility D Commitment, the US Borrower may borrow under this Section 6.2, repay pursuant to Section 8.6 and reborrow under this Section 6.2.
- 6.2.5 Any obligation of a Lender to make SOFR Advances is subject to availability.

6.3 Notice Provisions

- 6.3.1 For each Borrowing, each optional repayment and each conversion with respect to the Facility D Credit, the Administrative Agent shall have received prior to 10:00 a.m. (Toronto time) from the US Borrower in writing a Notice of Borrowing, a Notice of Optional Repayment, a Notice of Conversion or Notice of Rollover, as the case may be, in accordance with the following:
- 6.3.1.1 at least one (1) Banking Day prior to the Drawdown Date, the Conversion Date or Optional Repayment Date, as the case may be, for each Borrowing, conversion or optional repayment by way of US Prime Rate Advance; and
- 6.3.1.2 at least three (3) Business Days prior to the Drawdown Date, Conversion Date or Rollover Date, as the case may be, for each Borrowing or conversion by way of SOFR Advance.
- 6.3.2 If the US Borrower gives a Notice of Borrowing to the Administrative Agent in accordance with Section 6.3.1 or a Notice of Conversion or a Notice of Rollover, the Administrative Agent shall on the same day it receives such Notice of Borrowing, Notice of Conversion or Notice of Rollover notify each Lender by fax of the particulars of such request for a Borrowing, Conversion Advance or Rollover Advance and, in the case of a Borrowing, such Lender's Facility D Participation in the proposed Borrowing and each Lender shall, no later than 2:00 p.m. (Toronto time) on the Drawdown Date, make or procure to be made its Facility D Participation in the Borrowing available to the Administrative Agent.
- 6.3.3 Subject to the terms hereof, the Administrative Agent shall make each such Borrowing available to the US Borrower for value on the Drawdown Date.

6.4 Pro Rata Treatment

The US Borrower agrees to request through the Administrative Agent any Borrowing under the Facility D Credit from the Lenders pro rata in all respects according to their respective Facility D Commitments and the Lenders agree to make each such Borrowings available to the US Borrower, through the Administrative Agent, pro rata in all respects according to their respective Facility D Commitments. A Lender shall not be responsible for the Facility D Commitment of any other Lender. Without prejudice to the rights of the US Borrower against a defaulting Lender, the failure or incapacity of a Lender to make available its Facility D Participation in a Borrowing to the US Borrower in accordance with its obligations under this Agreement does not release the other Lenders from their obligations.

6.5 Accounts kept by the Administrative Agent

The Administrative Agent shall keep in its books, accounts for the Facility D Loan and other amounts payable by the US Borrower under this Agreement. The Administrative Agent shall keep appropriate registers showing, as debits, the amount of the indebtedness of the US Borrower towards it in respect of the Facility D Loan, the amount and date of each Advance, Conversion Advance and Rollover Advance, the amount of all accrued interest and any other amount due to such Lender pursuant hereto and, as credits, each payment or repayment of principal or interest made in respect of such indebtedness as well as other amounts paid by the US Borrower pursuant hereto. Such registers shall constitute (in the absence of manifest error) *prima facie* evidence of their content against the US Borrower and the Lenders; provided that the obligation of the US Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Administrative Agent to keep such registers. The Administrative Agent shall supply any Lender and the US Borrower, on demand, with copies of such registers.

6.6 Conversion Option

At any time prior to the Facility D Maturity Date, subject to Section 8.5 and provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), the US Borrower may elect to convert by Notice of Conversion received by the Administrative Agent, and on the Conversion Date set forth therein the US Borrower shall convert, any US Prime Rate Loan, or SOFR Loan or any portion thereof outstanding under the Facility D Credit (each a “**Converted Advance**”) into another ~~basis of funding~~ Type of Loan in the same currency under the Facility D Credit (each a “**Conversion Advance**”). The provisions of this Agreement relating to US Prime Rate Advances and SOFR Advances shall apply *mutatis mutandis* to Conversion Advances comprising US Prime Rate Advances and SOFR Advances, respectively.

ARTICLE 7 TERMINATION OF THE FACILITY E CREDIT

7.1 Obligations of the Lenders and Use of Proceeds

~~7.1.1 Facility E Commitment: Relying on each of the representations and warranties set out in ARTICLE 2 and subject to the terms of this Agreement, each Lender, severally and not jointly, (i) has made available the drawn portion of its Facility E Commitment prior to the date hereof and (ii) agrees to make available its Facility E Available Commitment to the Canadian Borrower, on a non-revolving basis, on the date hereof:~~

~~7.1.1.1 in CDollars by way of Canadian Rate Advances; and~~

7.1.1.2 ~~in CDollars by way of Acceptance of Bankers' Acceptances or, as the case may be, BA Equivalent Advances;~~

~~provided that a Lender shall have no obligation (a) to make any Facility E Advance after the Facility E Termination Date; or (b) to make any Facility E Advance if at any time the amount thereof exceeds its then Facility E Available Commitment; or (c) to make any Advance, Conversion Advance or Rollover Advance under Facility E Credit at any time that a Default or an Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement).~~

7.1.2 ~~Use of Funds: The Canadian Borrower agrees to use the proceeds of the Advances under the Facility E Credit solely as permitted by the 7th ARCA and, with respect to the Facility E Advance on the date hereof, to finance a payment of outstanding Advances under Facility A.~~

7.1 ~~7.1.3 Termination of Facility E Commitments: The Facility E Total Commitment and the Facility E Commitment of each Lender shall terminate on the Facility E Maturity Date.~~ Facility E Credit

The Facility E Credit is cancelled and terminated effective December 29, 2023.

7.2 Direct Advances and Bankers' Acceptances

7.2.1 ~~Subject to the terms and conditions hereof, on the date hereof and upon giving to the Administrative Agent prior written notice in accordance with Section 3.4 by means of a Notice of Borrowing, the Canadian Borrower may borrow from each Lender, through the Administrative Agent, up to the amount of its undrawn Facility E Available Commitment, in the full aggregate amount of the Facility Available Commitment for such Advance. Such Advance may be made:~~

7.2.1.1 ~~by way of Canadian Rate Advance provided the aggregate amount of each such Advance shall be C\$500,000 or in integral multiples of C\$100,000 in excess of such amount; and~~

7.2.1.2 ~~by way of Acceptance of Bankers' Acceptances (or, as the case may be, BA Equivalent Advances) provided the aggregate amount of each such Advance shall be C\$5,000,000 or in integral multiples of C\$100,000 in excess of such amount.~~

7.2.2 ~~In each Notice of Borrowing in which the Canadian Borrower has elected Bankers' Acceptances, the Canadian Borrower shall specify the maturity date for such Bankers' Acceptances in accordance with Section 10.1.3. Borrowings by way of Bankers' Acceptances shall be in accordance with ARTICLE 10.~~

7.2.3 ~~Each Notice of Borrowing shall be irrevocable and binding on the Canadian Borrower. In all cases the Drawdown Date shall be a Banking Day.~~

7.3 Notice Provisions

- 7.3.1 For each Borrowing, each optional repayment and each conversion with respect to the Facility E Credit, ~~the Administrative Agent shall have received prior to 10:00 a.m. (Toronto time) from the Canadian Borrower in writing a Notice of Borrowing, a Notice of Optional Repayment, a Notice of Conversion or a Notice of Rollover, as the case may be, in accordance with the following:~~
- 7.3.1.1 ~~at least one (1) Banking Day prior to the Drawdown Date, the Conversion Date or Optional Repayment Date, as the case may be, for each Borrowing, conversion or optional repayment by way of Canadian Rate Advance, and~~
- 7.3.1.2 ~~at least two (2) Banking Days prior to the Drawdown Date, Conversion Date or Rollover Date, as the case may be, for each Borrowing or conversion by way of Acceptance.~~
- 7.3.2 ~~If the Canadian Borrower gives a Notice of Borrowing to the Administrative Agent in accordance with Section 3.4.1 or a Notice of Conversion or a Notice of Rollover to the Administrative Agent, the Administrative Agent shall on the same day it receives such Notice of Borrowing, Notice of Conversion or Notice of Rollover, notify each Lender by fax of the particulars of such request for a Borrowing, Conversion Advance or Rollover Advance and, in the case of a Borrowing, such Lender's Facility E Participation in the proposed Borrowing and each Lender shall, no later than 2:00 p.m. (Toronto time) on the Drawdown Date, make or procure to be made its Facility A Participation in the Borrowing available to the Administrative Agent.~~
- 7.3.3 ~~Subject to the terms hereof, the Administrative Agent shall make each such Borrowing available to the Canadian Borrower for value on the Drawdown Date, provided that the Drawdown Date shall be no later than the last day of the Facility E Availability Period.~~

7.4 Pro Rata Treatment

The Canadian Borrower agrees to request through the Administrative Agent any Borrowing under the Facility E Credit from the Lenders pro rata in all respects according to their respective Facility E Commitments and the Lenders agree to make each such Borrowings available to the Canadian Borrower, through the Administrative Agent, pro rata in all respects according to their respective Facility E Commitments. A Lender shall not be responsible for the Facility E Commitment of any other Lender. Without prejudice to the rights of the Canadian Borrower against a defaulting Lender, the failure or incapacity of a Lender to make available its Facility E Participation in a Borrowing to the Canadian Borrower in accordance with its obligations under this Agreement does not release the other Lenders from their obligations.

7.5 Accounts kept by the Administrative Agent

The Administrative Agent shall keep in its books, accounts for the Facility E Loan and other amounts payable by the Canadian Borrower under this Agreement. The Administrative Agent shall keep appropriate registers showing, as debits, the amount of the indebtedness of the Canadian Borrower towards it in respect of the Facility E Loan, the amount and date of each Advance, Conversion Advance and Rollover Advance, the amount of all accrued interest and any other amount due to such Lender pursuant hereto and, as credits, each payment or repayment of principal or interest made in respect of such indebtedness as well as other amounts paid by the Canadian Borrower pursuant hereto. Such registers shall constitute (in the absence of manifest error) *prima facie* evidence of their content against the Canadian Borrower and the Lenders; provided that the obligation of the Canadian Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Administrative Agent to keep such registers. The Administrative Agent shall supply any Lender and the Canadian Borrower, on demand, with copies of such registers.

7.6 Conversion Option

At any time prior to the Facility E Maturity Date, subject to Section 8.1, and provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), the Canadian Borrower may elect to convert by Notice of Conversion received by the Administrative Agent, and on the Conversion Date set forth therein the Canadian Borrower shall convert, any Canadian Rate Loan or Bankers' Acceptance or any portion thereof outstanding under the Facility E Credit (each a "**Converted Advance**") into another basis of funding in the same currency under the Facility E Credit (each a "**Conversion Advance**"). The provisions of this Agreement relating to Canadian Rate Advances and Acceptances shall apply *mutatis mutandis* to Conversion Advances comprising Canadian Rate Advances and Acceptances, respectively.

ARTICLE 8 REPAYMENT

8.1 Mandatory Repayment of the Facility A Loan

8.1.1

The Canadian Borrower shall repay in full the Facility A Loan to the Lenders on the Facility A Maturity Date together with all unpaid interest accrued and other amounts owing and unpaid under or pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility A Credit and the Facility A Loan. In the event that on the Facility A Maturity Date there are any outstanding ~~Bankers' Acceptances or~~ Letters of Credit under the Facility A Credit, the Canadian Borrower shall thereupon provide the Administrative Agent for the account of the Lenders as cash collateral with funds ~~for the full face amount of all such Bankers' Acceptances and~~ for the full amount of the Letter of Credit Exposure which cash collateral shall be held in an interest bearing account at a branch of the Administrative Agent for the benefit of the Canadian Borrower, it being understood and agreed that, subject to the compensation rights of the Administrative Agent and the Lenders, all funds provided by the Canadian Borrower to the Lenders to cover any Letter of Credit Exposure shall be returned by the Administrative Agent to the Canadian Borrower together with interest earned in such interest bearing account to the extent any Letters of Credit then outstanding are not drawn upon.

8.1.2 The Canadian Borrower shall repay to the Administrative Agent for the account of the Lenders in CDollars the amount, if any, required by Section 14.3.5. Within the limits of the Facility A Available Commitment and subject to the terms of this Agreement, the Canadian Borrower may reborrow under the Facility A Credit any amount so repaid.

8.1.3 Should the amount of any payment by the Canadian Borrower be applied against repayment of any SOFR Loan Portion on a day other than the last day of the then current Interest Period with respect of such SOFR Loan Portion, the Canadian Borrower shall, in addition, pay the amount calculated as set forth in Section 12.10.3.

8.2 Optional Repayments of Facility A Loan

8.2.1 At any time prior to the Facility A Maturity Date, subject to Section ~~8.9~~8.7, the Canadian Borrower may elect to repay by a Notice of Optional Repayment received by the Administrative Agent and on the Optional Repayment Date set forth therein the Canadian Borrower shall repay to the Administrative Agent for the account of the Lenders in CDollars or USDollars as the case may be, all or part of the Facility A Loan outstanding by way of Canadian Rate Advances, US Base Rate Advances, Term CORRA Advances, Daily Compounded CORRA Advances and SOFR Advances with interest accrued to the date of such repayment and any amount due pursuant to Section 12.10.3. Within the limits of the Facility A Available Commitment and subject to the terms of this Agreement, the Canadian Borrower may reborrow under the Facility A Credit any amount so repaid; for greater certainty, the Canadian Borrower may not reborrow any amount repaid after the Facility A Termination Date. The provisions of this Section 8.2.1 shall not apply to the repayment of Swingline Advances, which repayment may be made by the Canadian Borrower at any time and without notice.

8.2.2 An outstanding Letter of Credit may not be repaid or discharged prior to the expiry date of such Letter of Credit, except by the Issuing Bank, the Administrative Agent and the Lenders being fully released and discharged of all of their liabilities and obligations arising from such Letter of Credit and by written evidence satisfactory to the Administrative Agent of such full release and discharge being delivered to the Administrative Agent together with the original of such Letter of Credit which shall be returned to the Issuing Bank.

8.2.3 In addition, the Canadian Borrower may, upon the notice provided for in Section 8.2.1, cancel any portion of the Facility A Credit which has not been drawn. No commitment fee (described in Section ~~9.12~~9.13) shall be payable in respect of any portion of the Facility A Credit so cancelled as and from the effective date of its cancellation. The Canadian Borrower shall not be permitted to draw Advances in respect of any portion of the Facility A Credit so cancelled.

8.3 Mandatory Repayment of the Facility C Loan

8.3.1 The US Borrower shall repay in full the Facility C Loan to the Lenders on the Facility C Maturity Date together with all unpaid interest accrued and other amounts owing and unpaid under or pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility C Credit and the Facility C Loan.

8.3.2 Should the amount of any payment by the US Borrower be applied against repayment of any SOFR Loan Portion on a day other than the last day of the then current Interest Period with respect of such SOFR Loan Portion, the US Borrower shall, in addition, pay the amount calculated as set forth in Section 12.10.3.

8.4 Optional Repayments of Facility C Loan

8.4.1 At any time prior to the Facility C Maturity Date, subject to Section ~~8.9~~[8.7](#), the US Borrower may elect to repay by a Notice of Optional Repayment received by the Administrative Agent and on the Optional Repayment Date set forth therein the US Borrower shall repay to the Administrative Agent for the account of the Lenders in USDollars all or part of the Facility C Loan outstanding by way of US Prime Rate Advances and SOFR Advances with interest accrued to the date of such repayment and any amount due pursuant to Section ~~12.10.3~~. Within the limits of the Facility C Available Commitment and subject to the terms of this Agreement, the US Borrower may reborrow under the Facility C Credit any amount so repaid; for greater certainty, the US Borrower may not reborrow any amount repaid after the Facility C Termination Date.

8.4.2 In addition, the US Borrower may, upon the notice provided for in Section 8.4.1, cancel any portion of the Facility C Credit which has not been drawn. No commitment fee (described in Section ~~9.12~~[9.13](#)) shall be payable in respect of any portion of the Facility C Credit so cancelled as and from the effective date of its cancellation. The US Borrower shall not be permitted to draw Advances in respect of any portion of the Facility C Credit so cancelled.

8.5 Mandatory Repayment of the Facility D Loan

8.5.1 The US Borrower shall repay in full the Facility D Loan to the Lenders on the Facility D Maturity Date together with all unpaid interest accrued and other amounts owing and unpaid under or pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility D Credit and the Facility D Loan.

8.5.2 Should the amount of any payment by the US Borrower be applied against repayment of any SOFR Loan Portion on a day other than the last day of the then current Interest Period with respect of such SOFR Loan Portion, the US Borrower shall, in addition, pay the amount calculated as set forth in Section 12.10.3.

8.6 Optional Repayments of Facility D Loan

8.6.1 At any time prior to the Facility D Maturity Date, subject to Section ~~8.9~~8.7, the US Borrower may elect to repay by a Notice of Optional Repayment received by the Administrative Agent and on the Optional Repayment Date set forth therein the US Borrower shall repay to the Administrative Agent for the account of the Lenders in USDollars all or part of the Facility D Loan outstanding by way of US Prime Rate Advances and SOFR Advances with interest accrued to the date of such repayment and any amount due pursuant to Section 12.10.3. Within the limits of the Facility D Available Commitment and subject to the terms of this Agreement, the US Borrower may reborrow under the Facility D Credit any amount so repaid; for greater certainty, the US Borrower may not reborrow any amount repaid after the Facility D Termination Date.

8.6.2 In addition, the US Borrower may, upon the notice provided for in Section 8.6.1, cancel any portion of the Facility D Credit which has not been drawn. No commitment fee (described in Section ~~9.12~~9.13) shall be payable in respect of any portion of the Facility D Credit so cancelled as and from the effective date of its cancellation. The US Borrower shall not be permitted to draw Advances in respect of any portion of the Facility D Credit so cancelled.

~~8.7~~ Mandatory Repayments of the Facility E Loan

8.7.1 ~~On the last Banking Day of each of March, June, September and December in each calendar year commencing on March 31, 2024, the Canadian Borrower shall repay to the Administrative Agent for the account of the Lenders in CDollars an amount equal to 1.25% (5.0% annually) of the aggregate amount of all Advances made under the Facility E Loan on or prior to the last day of the Facility E Availability Period as a reduction of the principal amount outstanding under the Facility E Loan, together with all accrued and unpaid interest on such principal amount repaid. Any amount so repaid shall permanently reduce the Facility E Credit and may not be reborrowed.~~

8.7.2 ~~The Canadian Borrower shall repay to the Administrative Agent for the account of the Lenders in CDollars the amount, if any, required by Section 14.3.5. Any amount so repaid shall permanently reduce the Facility E Credit and may not be reborrowed.~~

8.7.3 ~~The Canadian Borrower shall repay in full the Facility E Loan to the Lenders on the Facility E Maturity Date together with all unpaid interest accrued and other amounts owing and unpaid under or pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility E Credit and the Facility E Loan. In the event that on the Facility E Maturity Date there are any outstanding Bankers' Acceptances under the Facility E Credit, the Canadian Borrower shall thereupon provide the Administrative Agent for the account of the Lenders as cash collateral with funds for the full face amount of all such Bankers' Acceptances, which cash collateral shall be held in an interest bearing account at a branch of the Administrative Agent for the benefit of the Canadian Borrower.~~

8.8 Optional Repayments of the Facility E Loan

8.8.1 At any time prior to the Facility E Maturity Date, subject to Section 8.9, the Canadian Borrower may elect to repay by a Notice of Optional Repayment received by the Administrative Agent and on the Optional Repayment Date set forth therein the Canadian Borrower shall repay to the Administrative Agent for the account of the Lenders in CDollars all or part of the Facility E Loan outstanding by way of Canadian Rate Advances, with interest accrued to the date of such repayment. Any amount so repaid shall permanently reduce the Facility E Credit and may not be reborrowed. All voluntary repayments made pursuant to this Section 8.8.1 shall be applied against mandatory repayments required to be made pursuant to Section 8.7.1 in inverse order of maturity.

8.8.2 In addition, the Canadian Borrower may, upon the notice provided for in Section 8.8.1, cancel any portion of the Facility E Credit which has not been drawn. No commitment fee (described in Section 9.12) shall be payable in respect of any portion of the Facility E Credit so cancelled as and from the effective date of its cancellation. The Canadian Borrower shall not be permitted to draw Advances in respect of any portion of the Facility E Credit so cancelled.

8.7 8.9 Requirements for Optional Repayments and Conversions and Rollovers of Loan

Each optional repayment pursuant to Section 8.2, Section 8.4 ; and Section 8.6 ~~and Section 8.8~~, each conversion pursuant to Section 3.8, Section 5., ~~Section 6.6~~ and Section ~~7.6~~shall 6.6 shall be subject to the following terms and conditions:

8.7.1 ~~8.9.1~~ each repayment or prepayment under Section 8.2, Section 8.4, and Section 8.6 ~~and Section 8.8~~, shall be in a minimum amount of C\$1,000,000 or, if the Advance was in USDollars, US\$1,000,000 or such larger amount as is an integral multiple of C\$100,000 or US\$100,000 as the case may be, and shall be made on a Banking Day, if only CDollars are repaid or prepaid, or on a Business Day, in all other cases, specified in the Notice of Optional Repayment;

8.7.2 ~~8.9.2~~ each conversion to a Canadian Rate Loan shall be in a minimum amount of C\$500,000 or such larger amount as is an integral multiple of C\$100,000 and shall be made on a Banking Day specified in the Notice of Conversion;

8.7.3 ~~8.9.3~~ each conversion to a US Base Rate Loan or US Prime Rate Loan shall be in a minimum amount of US\$500,000 or such larger amount as is an integral multiple of US\$100,000 and shall be made on a Business Day specified in the Notice of Conversion;

- [8.7.4](#) ~~8.9.4~~ each conversion to, or rollover of, a SOFR Loan shall be in a minimum amount of US\$500,000 or such larger amount as is an integral multiple of US\$100,000 and shall be made on a Business Day specified in the Notice of Conversion;
- [8.7.5](#) ~~8.9.5~~ each conversion to, or rollover of, a ~~Bankers' Acceptance~~ [Daily Compounded CORRA Loan](#) shall be in a minimum amount of C\$500,000, or such larger amount as is an integral multiple of C\$100,000, and shall be made on a Banking Day specified in the Notice of Conversion;
- [8.7.6](#) ~~each conversion to, or rollover of, a Term CORRA Loan shall be in a minimum amount of C\$5,000,000, or such larger amount as is an integral multiple of C\$100,000, and shall be made on a Banking Day specified in the Notice of Conversion or Notice of Rollover;~~
- [8.7.7](#) ~~8.9.6~~ the relevant Borrower shall have given the Administrative Agent notice in accordance with Sections 3.4, 3.8, 5.3, 5.6, 6.3, 6.6, ~~7.3~~[8.12](#), ~~7.6~~, ~~8.13~~ and [8.14](#), ~~10.2 and 10.3~~ as applicable, for each repayment, each prepayment, each rollover and each conversion, each notice stating the proposed date of the repayment, prepayment, rollover or conversion and either the aggregate principal amount and currency of the repayment or prepayment or the aggregate principal amount and currency of the Converted Advance or Rollover Advance and the type of Conversion Advance or Rollover Advance;
- [8.7.8](#) ~~8.9.7~~ if a Notice of Optional Repayment is given, it shall be irrevocable and binding on the relevant Borrower and the relevant Borrower shall repay on the Optional Repayment Date specified in such notice in the relevant currency, as the case may be, the amount stated in such notice with accrued interest to the date of such repayment or prepayment;
- [8.7.9](#) ~~8.9.8~~ if a Notice of Conversion is given it shall be irrevocable and binding on the relevant Borrower;
- [8.7.10](#) ~~8.9.9~~ if a Notice of Rollover is given it shall be irrevocable and binding on the relevant Borrower;
- [8.7.11](#) ~~8.9.10~~ any repayment of or conversion from any SOFR Loan Portion ~~or Bankers' Acceptance~~, [Daily Compounded CORRA Loan or Term CORRA Loan](#) shall be made only on the last day of the then current Interest Period applicable to such SOFR Loan Portion ~~or the maturity date of such Bankers' Acceptance~~, [Daily Compounded CORRA Loan or Term CORRA Loan](#), respectively, so to be repaid or converted; and
- [8.7.12](#) ~~8.9.11~~ should any such repayment or conversion result in the repayment of or conversion from any SOFR Loan Portion, [Daily Compounded CORRA Loan or Term CORRA Loan](#) on a day other than the last day of the then current Interest Period of such SOFR Loan Portion, ~~the relevant~~ [Daily Compounded CORRA Loan or Term CORRA Loan, as applicable, the](#) Borrower shall, in addition, pay to the Lender the amount calculated as set forth in Section 12.10.3.

8.8 ~~8.10~~ Excess Advances under the Facility A Credit

The Equivalent Amount in CDollars of the aggregate outstanding amount of the US Base Rate Loan, the SOFR Loans and all Letters of Credit outstanding in USDollars under the Facility A Credit shall be determined by the Administrative Agent (i) on each Drawdown Date, (ii) on each Conversion Date, (iii) on each Rollover Date, (iv) on the first day of each month, unless a Drawdown Date or Conversion Date occurred in the previous month, and (v) at such other times as may be reasonably decided by the Administrative Agent.

In the event that on such date of determination the aggregate of the Facility A Loan in CDollars plus the Equivalent Amount in CDollars of the Facility A Loan in USDollars exceeds the then Facility A Total Commitment (the “**Facility A Excess**”), then the Canadian Borrower shall within three (3) Business Days after notice of the amount of such Facility A Excess pay to the Administrative Agent, for the account of the Lenders, the amount of such Facility A Excess, provided that nothing in this Section ~~8.10~~ 8.8 shall operate to postpone any payment due hereunder.

If, on the date any such payment of a Facility A Excess is due, the aggregate Canadian Rate Loan and the Equivalent Amount in CDollars of the US Base Rate Loan and the SOFR Loans under the Facility A Credit is less than the Facility A Excess, the Canadian Borrower shall place and maintain with the Administrative Agent an interest bearing deposit in the amount of such deficiency until such deficiency has been eliminated, at which time such deposit shall be returned to the Canadian Borrower, the whole subject to the compensation rights of the Administrative Agent and the Lenders.

8.9 ~~8.11~~ Calculation For Administrative Purposes

If for administrative purposes the Administrative Agent needs to calculate the Equivalent Amount in CDollars or USDollars of the amount of a prepayment or repayment denominated in USDollars or CDollars respectively, it shall do so using the rate for the purchase of CDollars or USDollars with USDollars or CDollars respectively, as quoted or published or otherwise made available by the Bank of Canada at 4:30 p.m., in effect on the first Business Day of the month in which such prepayment or repayment is required to be made. Nothing in this Section ~~8.11~~ 8.9 shall be interpreted as modifying the obligation of the Borrower to repay in CDollars amounts owing in CDollars and in USDollars amounts owing in USDollars as contemplated in this Agreement, including without limitation in Section 12.6.

8.10 ~~8.12~~ Authority to Debit

In respect of all amounts payable by any Obligor under this Agreement or the other Loan Documents, each Obligor hereby irrevocably authorizes and instructs the Administrative Agent or any Lender to withdraw from or debit, from time to time when such amounts are due and payable, any account of such Obligor maintained with the Administrative Agent or such Lender or any of their respective Affiliates for the purpose of satisfying payment thereof. If any such amounts are payable in a currency other than that in which an account is maintained, such Obligor hereby irrevocably authorizes the Administrative Agent or any Lender to withdraw from or debit such account with the Equivalent Amount in such currency of the account, together with any premium or cost of exchange payable in connection therewith.

8.11 8.13 Sharing of Payments

Notwithstanding Section 19.2, prior to the occurrence and continuation of any Event of Default, as between the Lenders, the Swingline Lender and each Lender, the Swingline Lender may obtain any payment in any manner whatsoever in respect of the Swingline Loan, retain such payment and apply same against the Swingline Loan, and other amounts owing in respect thereof (including, without limitation, interest) and shall have no obligation to remit to or share with any Lender such payment. For greater certainty, a Swingline Loan does not include a Canadian Rate Advance or a US Base Rate Advance as described in Section 3.9.3 of this Agreement.

8.12 8.14 SOFR Loans – Rollovers and Deemed Conversions

At least three (3) Business Days prior to the last day of the then current Interest Period applicable to each SOFR Loan Portion, the relevant Borrower shall either (a) give a Notice of Conversion pursuant to Section 3.8 ~~or 7.6~~, in the case of the Canadian Borrower, or Section 5.6 or Section 6.6, as applicable, in the case of the US Borrower, to convert such SOFR Loan Portion into another ~~basis of funding~~ Type of Loan or (b) give a Notice of Rollover to select a new Interest Period in accordance with Section ~~9.8~~ 9.10 applicable to such SOFR Loan Portion commencing on the last day of such Interest Period or (c) give a Notice of Optional Repayment pursuant to Section 8.2, Section 8.4 or Section 8.6 to repay or prepay such SOFR Loan Portion on the last day of such Interest Period. If the relevant Borrower fails to give a Notice of Conversion, a Notice of Rollover or a Notice of Optional Repayment in accordance with the foregoing or, having given such Notice of Optional Repayment, fails to repay or prepay such SOFR Loan Portion on the last day of such Interest Period, then on the last day of the Interest Period in respect of such SOFR Loan Portion, the relevant Borrower shall be deemed to have notified the Administrative Agent of its intention to convert the relevant SOFR Loan Portion into a US Base Rate Loan, in the case of the Canadian Borrower, or a US Prime Rate Loan, in the case of the US Borrower, on the last day of the Interest Period with respect to such SOFR Loan Portion and, on the last day of such Interest Period, such SOFR Loan Portion shall be converted into a US Base Rate Loan or US Prime Rate Loan, as applicable and interest shall be payable thereon at the US Base Rate or the US Prime Rate, as applicable.

8.13 Term CORRA Loans – Rollovers and Deemed Conversions

At least three (3) Business Days prior to the last day of the then current Interest Period applicable to each Term CORRA Loan, the Borrower shall either (a) give a Notice of Conversion pursuant to Section 3.8 to convert such Term CORRA Loan into another Type of Loan or (b) give a Notice of Rollover to select a new Interest Period in accordance with Section 9.10 applicable to such Term CORRA Loan commencing on the last day of such Interest Period or (c) give a Notice of Optional Repayment pursuant to Section 8.2 to repay or prepay such Term CORRA Loan on the last day of such Interest Period. If the relevant Borrower fails to give a Notice of Conversion, a Notice of Rollover or a Notice of Optional Repayment in accordance with the foregoing or, having given such Notice of Optional Repayment, fails to repay or prepay such Term CORRA Loan on the last day of such Interest Period, then on the last day of the Interest Period in respect of such Term CORRA Loan, the Borrower shall be deemed to have notified the Administrative Agent of its intention to convert the relevant Term CORRA Loan into a Canadian Rate Loan on the last day of the Interest Period with respect to such Term CORRA Loan and, on the last day of such Interest Period, such Term CORRA Loan shall be converted into a Canadian Rate Loan and interest shall be payable thereon at the Canadian Rate.

8.14 Daily Compounded CORRA Loans – Rollovers and Deemed Conversions

At least two (2) Business Days prior to the last day of the then current Interest Period applicable to each Daily Compounded CORRA Loan, the Borrower shall either (a) give a Notice of Conversion pursuant to Section 3.8 to convert such Daily Compounded CORRA Loan into another Type of Loan or (b) give a Notice of Rollover to select a new Interest Period in accordance with Section 9.10 applicable to such Daily Compounded CORRA Loan commencing on the last day of such Interest Period or (c) give a Notice of Optional Repayment pursuant to Section 8.2 to repay or prepay such Daily Compounded CORRA Loan on the last day of such Interest Period. If the relevant Borrower fails to give a Notice of Conversion, a Notice of Rollover or a Notice of Optional Repayment in accordance with the foregoing or, having given such Notice of Optional Repayment, fails to repay or prepay such Daily Compounded CORRA Loan on the last day of such Interest Period, then on the last day of the Interest Period in respect of such Daily Compounded CORRA Loan, the Borrower shall be deemed to have notified the Administrative Agent of its intention to convert the relevant Daily Compounded CORRA Loan into a Canadian Rate Loan on the last day of the Interest Period with respect to such Daily Compounded CORRA Loan and, on the last day of such Interest Period, such Daily Compounded CORRA Loan shall be converted into a Canadian Rate Loan and interest shall be payable thereon at the Canadian Rate.

ARTICLE 9 INTEREST AND FEES

9.1 Interest

The Borrowings shall bear interest from the date of each Advance, calculated on a daily basis and payable in arrears, (i) on the Canadian Rate Loan at the Canadian Rate, (ii) on the US Base Rate Loan at the US Base Rate, (iii) on the US Prime Rate Loan at the US Prime Rate, ~~and (iv)~~ (iv) on the Daily Compounded CORRA Loan at the Adjusted Daily Compounded CORRA; (v) on the Term CORRA Loan at the Adjusted Term CORRA; and (vi) on each SOFR Loan Portion at Adjusted Term SOFR for such SOFR Loan Portion for the then current Interest Period ~~plus, in each case,~~ the Applicable Margin. All overdue amounts shall bear interest in accordance with Section ~~9.99.11~~. All outstanding amounts shall bear interest both before and after default and before and after judgment at the rates determined as aforesaid.

9.2 Payment of Interest on Daily Compounded CORRA Loan

On each Interest Payment Date in respect of each Daily Compounded CORRA Loan, the Canadian Borrower shall pay the Administrative Agent interest on the Daily Compounded CORRA Loan at the rate per annum determined by the Administrative Agent to be Adjusted Daily Compounded CORRA in effect from time to time during such Interest Period plus the Applicable Margin. Upon determination of the applicable rate of interest on any Daily Compounded CORRA Loan, the Administrative Agent shall notify the Canadian Borrower of this rate. The Administrative Agent will compute the interest on the basis of the actual number of days elapsed in a year of three-hundred and sixty-five (365) days or three-hundred and sixty-six (366) days, as applicable.

9.3 Payment of Interest on Term CORRA Loan

On each Interest Payment Date in respect of each Term CORRA Loan, the Canadian Borrower shall pay the Administrative Agent interest on the Term CORRA Loan at the rate per annum determined by the Administrative Agent to be Adjusted Term CORRA in effect from time to time during such Interest Period plus the Applicable Margin. Upon determination of the applicable rate of interest on any Term Loan, the Administrative Agent shall notify the Canadian Borrower of this rate. The Administrative Agent will compute the interest on the basis of the actual number of days elapsed in a year of three-hundred and sixty-five (365) days or three-hundred and sixty-six (366) days, as applicable.

9.4 9.2Payment of Interest on SOFR Loan

On each Interest Payment Date in respect of each SOFR Loan Portion of a Lender, the relevant Borrower shall pay the Administrative Agent interest on such SOFR Loan Portion at the rate per annum determined by the Administrative Agent to be Adjusted Term SOFR in respect of such SOFR Loan Portion for the applicable Interest Period plus the Applicable Margin. Upon determination of the applicable rate of interest on any SOFR Loan Portion, the Administrative Agent shall notify the relevant Borrower of this rate. The Administrative Agent will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by three hundred and sixty (360).

9.5 9.3Payment of Interest on Canadian Rate Loan (excluding the Swingline Loan in CDollars)

On each Interest Payment Date in respect of the Canadian Rate Loan, the Canadian Borrower shall pay the Administrative Agent interest on the Canadian Rate Loan (excluding however the Swingline Loan in CDollars) at the Canadian Rate. The Canadian Borrower will pay this interest in arrears for the period up to but excluding such Interest Payment Date; the Administrative Agent will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by the actual number of days of the year. The applicable rate of interest for the Canadian Rate Loan will change simultaneously with any change in the Canadian Rate.

9.6 9.4Payment of Interest on the Swingline Loan in CDollars

On each Interest Payment Date in respect of the Canadian Rate Loan, the Canadian Borrower shall pay the Swingline Lender interest on the portion of the Swingline Loan outstanding in CDollars at the Canadian Rate. The Canadian Borrower shall pay this interest in arrears for the period up to but excluding such Interest Payment Date; the Swingline Lender will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by the actual number of days of the year. The applicable rate of interest for such portion of the Swingline Loan will change simultaneously with any change in the Canadian Rate.

9.7 9.5 Payment of Interest on US Base Rate Loan (excluding the Swingline Loan in USDollars)

On each Interest Payment Date in respect of the US Base Rate Loan, the Canadian Borrower shall pay the Administrative Agent interest on the US Base Rate Loan (excluding however the portion of the Swingline Loan outstanding in USDollars) at the US Base Rate. The Canadian Borrower shall pay this interest in arrears for the period up to but excluding such Interest Payment Date; the Administrative Agent will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by the actual number of days of the year. The applicable rate of interest for the US Base Rate Loan will change simultaneously with any change in the US Base Rate.

9.8 9.6 Payment of Interest on the Swingline Loan in USDollars

On each Interest Payment Date in respect of the US Base Rate Loan, the Canadian Borrower shall pay the Swingline Lender interest on the portion of the Swingline Loan outstanding in USDollars at the US Base Rate. The Canadian Borrower shall pay this interest in arrears for the period up to but excluding such Interest Payment Date; the Swingline Lender will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by the actual number of days of the year. The applicable rate of interest for such portion of the Swingline Loan will change simultaneously with any change in the US Base Rate.

9.9 9.7 Payment of Interest on US Prime Rate Loan

On each Interest Payment Date in respect of the US Prime Rate Loan, the US Borrower shall pay the Administrative Agent interest on the US Prime Rate Loan at the US Prime Rate. The US Borrower shall pay this interest in arrears for the period up to but excluding such Interest Payment Date; the Administrative Agent will compute the interest on the basis of the actual number of days elapsed in the period for which such interest is payable divided by the actual number of days of the year. The applicable rate of interest for the US Prime Rate Loan will change simultaneously with any change in the US Prime Rate.

9.10 ~~9.8~~ Selection of Interest Periods

In each Notice of Borrowing delivered pursuant to Section 3.2, Section 5., ~~Section 6.2~~ or Section ~~7.2~~, 6.2 each Notice of Conversion delivered pursuant to Section 3.8, Section 5., ~~Section 6.6~~ or Section ~~7.6~~, 6.6 and each Notice of Rollover delivered pursuant to Section 8.12, Section 8.13 or 8.14 in which the Borrower has elected a Borrowing, Conversion Advance or Rollover Advance comprising a Daily Compounded CORRA Loan, a Term CORRA Loan or a SOFR Loan Portion, the Borrower shall and, at least two (2) Business Day prior to the last day of each Interest Period in respect of each Daily Compounded CORRA Loan and at least three (3) Business Days prior to the last day of each Interest Period in respect of each Term CORRA Loan or SOFR Loan Portion, the Borrower may, select and notify the Administrative Agent of the Interest Period applicable to such Daily Compounded CORRA Loan, Term CORRA Loan or SOFR Loan Portion commencing on the Drawdown Date, Conversion Date, Rollover Date or last day of the Interest Period, as the case may be, and ending on a Business Day, which period shall be one (1) month or three (3) months in the case of a Daily Compounded CORRA Loan or a Term CORRA Loan or one (1) month, three (3) months or six (6) months in the case of a SOFR Loan, in each case as the Borrower may elect, the whole subject to market availability; provided, however, that:

- 9.10.1 ~~9.8.1~~ if the Borrower fails to so elect the duration of any Interest Period, the Borrower shall be deemed to have selected an Interest Period of one (1) month;
- 9.10.2 ~~9.8.2~~ no Interest Period in respect of a Daily Compounded CORRA Loan, a Term CORRA Loan or a SOFR Loan Portion under the Facility A Credit shall end after the Facility A Maturity Date;
- 9.10.3 ~~9.8.3~~ no Interest Period in respect of a SOFR Loan Portion under the Facility C Credit shall end after the Facility C Maturity Date;
- 9.10.4 ~~9.8.4~~ no Interest Period in respect of a SOFR Loan Portion under the Facility D Credit shall end after the Facility D Maturity Date;
- ~~9.8.5~~ ~~no Interest Period in respect of a SOFR Loan Portion under the Facility E Credit shall end after the Facility E Maturity Date; and~~
- 9.10.5 ~~9.8.6~~ the aggregate amount in respect of which the Borrower selects an Interest Period shall not be less than US\$1,000,000 and in integral multiples of US\$100,000 in excess thereof;
- 9.10.6 if the Borrower fails to deliver a timely Notice of Conversion or Notice of Rollover with respect to a Term CORRA Loan or Daily Compounded CORRA Loan or SOFR Loan , as applicable, prior to the end of the Interest Period applicable thereto, then, unless such Loan is repaid as provided herein, at the end of such Interest Period such Term CORRA Loan or Daily Compounded CORRA Loan shall be converted to a Canadian Rate Loan and such SOFR Loan shall be converted to a US Base Rate Loan; and
- 9.10.7 notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing, (i) no outstanding Loan may be converted to or continued as a Term CORRA Loan or Daily Compounded CORRA Loan and, unless repaid, each Term CORRA Loan and Daily Compounded CORRA Loan, as applicable, shall be converted to a Canadian Rate Borrowing at the end of the Interest Period applicable thereto; and (ii) no outstanding SOFR Loan may be converted to or continued as a SOFR Loan and, unless repaid, each SOFR Loan shall be converted to a US Base Rate Loan at the end of the Interest Period applicable thereto.

9.11 9.9Default Interest

To the extent permitted under the *Interest Act* (Canada), upon the occurrence and continuation of a default in payment of principal, interest or any other amount due under this Agreement, the Borrower shall pay to the Administrative Agent (or the Swingline Lender in respect of the Swingline Loan) on demand interest at the rates per annum as follows:

9.11.1 with respect to any Term CORRA Loan and Daily Compounded CORRA Loan and any Term CORRA Advance and Daily Compounded CORRA Advance, the Borrower shall be deemed to have elected that any amount of principal of the Term CORRA Loan or any Daily Compounded CORRA Loan or Term CORRA Advance or Daily Compounded CORRA Advance which is not paid when due shall thereupon cease to be a Term CORRA Loan, Daily Compounded CORRA Loan, Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, and shall be a Canadian Rate Advance, and the Borrower shall pay interest on all such overdue principal and any overdue interest and interest on interest thereon at a fluctuating rate per annum at all times equal to the Canadian Rate, plus the Applicable Margin plus 2%;

9.11.2 ~~9.9.1~~with respect to the SOFR Loan and any SOFR Advance, the Borrower shall be deemed to have elected that any amount of principal of the SOFR Loan or any SOFR Loan Portion or SOFR Advance which is not paid when due shall thereupon cease to be a SOFR Loan or SOFR Advance and shall be a US Base Rate Advance, in the case of the Canadian Borrower, and a US Prime Rate Advance, in the case of the US Borrower, and the Canadian Borrower shall pay interest on all such overdue principal and any overdue interest and interest on interest thereon at a fluctuating rate per annum at all times equal to the US Base Rate plus 2% and the US Borrower shall pay interest on all such overdue principal and any overdue interest and interest on interest thereon at a fluctuating rate per annum at all times equal to the US Prime Rate plus 2%;

9.11.3 ~~9.9.2~~on the Canadian Rate Loan and on any other amounts owing in CDollars, at a fluctuating rate per annum at all times equal to the Canadian Rate plus 2%;

9.11.4 ~~9.9.3~~on the US Base Rate Loan and on any other amounts owing in USDollars by the Canadian Borrower, at a fluctuating rate per annum at all times equal to the US Base Rate plus 2%; and

9.11.5 ~~9.9.4~~on the US Prime Rate Loan and on any other amounts owing by the US Borrower, at a fluctuating rate per annum at all times equal to the US Prime Rate plus 2%.

9.12 9.10Determination of Interest Rates

9.12.1 ~~9.10.1~~Each determination by the Administrative Agent from time to time of the Canadian Rate, the US Base Rate, Adjusted Term ~~SOFR, any Discount Rate~~ CORRA, Adjusted Daily Compounded CORRA, Adjusted Term SOFR shall, in the absence of manifest error, be final, conclusive and binding upon the Borrower and the Lenders.

9.12.2 ~~9.10.2~~For the purposes of the *Interest Act* (Canada):

9.12.2.1 ~~9.10.2.1~~whenever any interest or fee under this Agreement is calculated using a rate based on a year of 360 days or 365 (or 366 in a leap year) days, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (a) the applicable rate based on a year of 360 days or 365 (or 366 in a leap year) days, as the case may be, (b) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (c) divided by 360 or 365 (or 366 in a leap year) as the case may be;

9.12.2.2 ~~9.10.2.2~~ the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement; and

9.12.2.3 ~~9.10.2.3~~ the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

9.11 ~~Acceptance Fee~~

~~If the Borrower notifies the Administrative Agent pursuant to Section 3.2, 3.8 or 10.2 that a Borrowing or a Conversion Advance or a Rollover Advance is to be made by way of Bankers' Acceptances (or, as the case may be, BA Equivalent Advances), the Borrower shall pay in CDollars at or prior to the time of the Acceptance of each Bankers' Acceptance an Acceptance Fee on the face value of each Bankers' Acceptance accepted by a Lender. The Acceptance Fee shall be computed on the basis of the actual number of days of the Bankers' Acceptance divided by the actual number of days of the year.~~

9.13 ~~9.12~~ Commitment Fees

9.13.1 ~~9.12.1~~ The Borrower shall pay to the Administrative Agent, for the account of each Lender, a commitment fee from July 1, 2021 until the Facility A Maturity Date calculated on a daily basis on the amount of such Lender's Facility A Available Commitment at the rate per annum equal to the Applicable Margin with respect to the calculation of the commitment fee in effect from time to time during the period for which such payment is made, payable in arrears on the first day of the calendar month immediately following the last day of each fiscal quarter of the Borrower, and if such day is not a Banking Day, then on the next following Banking Day, commencing on October 1, 2021, and also on the Facility A Maturity Date. For the purpose of this Section ~~9.12.1~~ 9.13.1, each Lender's Facility A Available Commitment means at any time such Lender's Facility A Commitment at such time less its Facility A Participation in the amount of the Facility A Loan in CDollars, less the Swingline Loan (in the case of the Swingline Lender) in CDollars at such time, less its Facility A Participation in the Equivalent Amount in CDollars of the Facility A Loan in USDollars at such time and less the Equivalent Amount in CDollars of the Swingline Loan in USDollars (in the case of the Swingline Lender). For the purposes of this Section ~~9.12.1~~ 9.13.1, the Equivalent Amount in CDollars to be determined for any day of a month comprised in any calculation period shall be deemed to be the rate for the purchase of the relevant currency quoted or published or otherwise made available by the Bank of Canada at 4:30 p.m. on the first Business Day in such month. Such fee is payable in CDollars.

9.13.2

~~9.12.2~~The Borrower shall pay to the Administrative Agent, for the account of each Lender, a commitment fee from July 1, 2021 until the Facility C Maturity Date calculated on a daily basis on the amount of such Lender's Facility C Available Commitment at the rate per annum equal to the Applicable Margin with respect to the calculation of the commitment fee in effect from time to time during the period for which such payment is made, payable in arrears on the first day of the calendar month immediately following the last day of each fiscal quarter of the Borrower, and if such day is not a Banking Day, then on the next following Banking Day, commencing on October 1, 2021, and also on the Facility C Maturity Date. For the purpose of this Section ~~9.12.29.12.29.13.29.13.2~~, each Lender's Facility C Available Commitment means at any time such Lender's Facility C Commitment at such time less its Facility C Participation in the amount of the Facility C Loan.

9.13.3

~~9.12.3~~The Borrower shall pay to the Administrative Agent, for the account of each Lender, a commitment fee from July 1, 2021 until the Facility D Maturity Date calculated on a daily basis on the amount of such Lender's Facility D Available Commitment at the rate per annum equal to the Applicable Margin with respect to the calculation of the commitment fee in effect from time to time during the period for which such payment is made, payable in arrears on the first day of the calendar month immediately following the last day of each fiscal quarter of the Borrower, and if such day is not a Banking Day, then on the next following Banking Day, commencing on October 1, 2021, and also on the Facility D Maturity Date. For the purpose of this Section ~~9.12.39.13.3~~, each Lender's Facility D Available Commitment means at any time such Lender's Facility D Commitment at such time less its Facility D Participation in the amount of the Facility D Loan.

9.12.4

~~The Borrower shall pay to the Administrative Agent, for the account of each Lender, a commitment fee for a period of 12 months from the date of this Agreement calculated on a daily basis on the amount of such Lender's Facility E Available Commitment at the rate per annum equal to the Applicable Margin with respect to the calculation of the commitment fee in effect from time to time during the period for which such payment is made, payable in arrears on the first day of the calendar month immediately following the last day of each fiscal quarter of the Borrower, and if such day is not a Banking Day, then on the next following Banking Day, commencing on October 1, 2021. For the purpose of this Section 9.12.4, each Lender's Facility E Available Commitment means at any time such Lender's Facility E Commitment at such time less its Facility E Participation in the amount of the Facility E Loan.~~

9.13.4

~~9.12.5~~The commitment fees shall accrue from day to day and be calculated on the basis of a year of 365 (or 366 in a leap year) days for the actual number of days elapsed. Under no circumstances shall any such commitment fee be refundable either in whole or in part, even if no Advance is ever made under the terms hereof.

9.14 ~~9.13~~ Agency Fee

The Canadian Borrower agrees to pay the Administrative Agent, for its own account, an annual agency fee, payable in advance on the date of this Agreement and annually on each anniversary date thereafter during the term of this Agreement, in accordance with the provisions of the Fee Letter.

9.15 ~~9.14~~ Other Fees

The Canadian Borrower shall pay any other fees set forth in the Fee Letter and in accordance with the provisions thereof.

~~ARTICLE 10-~~
BANKERS' ACCEPTANCES

10.1 ~~Bankers' Acceptances~~

~~Subject to the terms and conditions hereof, the Canadian Borrower may borrow from the Lenders on any Banking Day up to the amount of the Facility A Available Commitment of each Lender under the Facility A Credit or up to the amount of the Facility E Available Commitment of each Lender under the Facility E Credit by way of Bankers' Acceptances upon giving to the Administrative Agent prior written notice in accordance with Section 3.4 by means of a Notice of Borrowing, and provided that:~~

- ~~10.1.1 each Bankers' Acceptance is denominated in CDollars and the minimum aggregate amount of each Borrowing by way of Bankers' Acceptances shall be C\$5,000,000 or in integral multiples of C\$100,000 in excess of such minimum amount;~~
- ~~10.1.2 each Lender shall have received a Bankers' Acceptance or Bankers' Acceptances in the principal amount of such Lender's Proportionate Share of such Borrowing in due and proper form duly completed and executed by the Canadian Borrower, or each Lender on behalf of the Canadian Borrower pursuant to the provisions of Section 10.5, and presented for acceptance to such Lender prior to 10:00 a.m. (Toronto time) on the Drawdown Date and the Acceptance Fee shall have been paid to the Administrative Agent, for the account of such Lender, at or prior to such time;~~
- ~~10.1.3 each Bankers' Acceptance shall be stated to mature on a Banking Day no later than, in respect of the Facility A Credit, the Facility A Maturity Date and no later than, in respect of the Facility E Credit, the Facility E Maturity Date, and in each case which is one month, two months or three months from the date of its Acceptance, or, at the request of the Canadian Borrower and in the sole discretion of the Lenders, another period between thirty (30) and ninety (90) days (plus or minus up to two (2) days) from the date of its Acceptance, the whole subject to market availability;~~
- ~~10.1.4 no days of grace shall be permitted on any Bankers' Acceptance; and~~

- 10.1.5 the aggregate face amount of the Bankers' Acceptances to be accepted by a Lender shall be determined by the Administrative Agent by reference to such Lender's Facility A Commitment or the Facility E Commitment, as applicable, except that, if the face amount of a Bankers' Acceptance which would otherwise be accepted by a Lender pursuant to a Borrowing would not for any reason be a whole multiple of C\$100,000, such face amount shall be increased or reduced by the Administrative Agent in its sole discretion to the nearest whole multiple of C\$100,000, as appropriate.

10.2 Payments at Maturity and Rollovers

Prior to the maturity date of each Bankers' Acceptance, the Canadian Borrower shall either (a) give a Notice of Conversion pursuant to Section 3.8 to convert such Bankers' Acceptance into another basis of funding or (b) give a Notice of Rollover to the Administrative Agent requesting that the Loan or that part referred to in such notice outstanding by Bankers' Acceptance be renewed in the same form of Borrowing for a term commencing on the maturity date of such Bankers' Acceptance, and the provisions of this Agreement relating to Bankers' Acceptances shall apply *mutatis mutandis* to such renewal. If for any reason the Canadian Borrower fails to give a Notice of Conversion or a Notice of Rollover in accordance with the foregoing, it shall be deemed for all purposes to have received on the maturity date of each such Bankers' Acceptance a Canadian Rate Advance in an amount equal to the face value of each such Bankers' Acceptance (which Bankers' Acceptance shall be repaid with the proceeds of said Canadian Rate Advance) and it shall pay interest thereon at the Canadian Rate until repayment thereof in full by it, the whole notwithstanding the fact that any Bankers' Acceptances may be held by a Lender in its own right at maturity. The Canadian Borrower acknowledges, agrees and confirms with the Lenders that the records of each Lender in respect of payment of any Bankers' Acceptance by such Lender shall be binding on the Canadian Borrower and shall be conclusive evidence (in the absence of manifest error) of a Canadian Rate Advance to the Canadian Borrower and of an amount owing by the Canadian Borrower to such Lender. The Canadian Borrower further agrees that if an Event of Default shall occur prior to the date upon which any one or more Bankers' Acceptance issued by the Canadian Borrower is payable by a Lender, thereupon the Canadian Borrower shall provide such Lender with funds for the full face amount of all such Bankers' Acceptances, notwithstanding the fact that any such Bankers' Acceptance may be held by such Lender in its own right at maturity; provided, however, that if for any reason the Canadian Borrower fails to make such payment in respect of any Bankers' Acceptance, thereupon the Canadian Borrower shall be deemed for all purposes to have received a Canadian Rate Advance in an amount equal to the face amount of such Bankers' Acceptance and the Canadian Borrower shall pay interest thereon at the Canadian Rate until repayment thereof in full.

10.3 BA Equivalent Advances

- 10.3.1 In the event a Lender is unable to accept Bankers' Acceptances, such Lender shall have the right at the time of accepting drafts to require the Canadian Borrower to accept an Advance from such Lender in lieu of the issue and acceptance of a Bankers' Acceptance requested by the Canadian Borrower to be accepted so that there shall be outstanding while the Bankers' Acceptances are outstanding BA Equivalent Advances from such Lender as contemplated herein. The principal amount of each BA Equivalent Advance shall be that amount which, when added to the face amount of interest (calculated at the Discount Rate) which will accrue during the BA Equivalent Interest Period shall be equal, at maturity, to the face amount of the drafts which would have been accepted by such Lender had it accepted Bankers' Acceptances. The "**BA Equivalent Interest Period**" for each BA Equivalent Advance shall be equal to the term of the drafts presented for acceptance as Bankers' Acceptances on the relevant Drawdown Date, Conversion Date or Rollover Date.

- 10.3.2 On the relevant Drawdown Date, Conversion Date or Rollover Date, the Canadian Borrower shall pay to the Administrative Agent a fee equal to the Acceptance Fee which would have been payable to such Lender if it were a Lender accepting drafts having a term to maturity equal to the applicable BA Equivalent Interest Period and an aggregate face amount equal to the sum of the principal amount of the BA Equivalent Advance and the interest payable thereon by the Canadian Borrower for the applicable BA Equivalent Interest Period.
- 10.3.3 The provisions of this Agreement dealing with Bankers' Acceptances shall apply, *mutatis mutandis*, to BA Equivalent Advances.

10.4 Purchase of Bankers' Acceptances

- 10.4.1 Each Bankers' Acceptance issued pursuant to this Agreement shall be purchased by the Lender accepting such Bankers' Acceptance for the applicable Discounted Proceeds thereof. In each case, upon receipt of such Discounted Proceeds from the Lenders and upon fulfilment of the applicable conditions set forth in ARTICLE 13, the Administrative Agent shall make such funds available to the Canadian Borrower in accordance with this Agreement.
- 10.4.2 Upon each issue of Bankers' Acceptances as a result of the conversion of outstanding Borrowings into Bankers' Acceptances or rollover of Bankers' Acceptances, the Canadian Borrower shall, concurrently with the conversion, pay in advance to the Administrative Agent on behalf of the Lenders, the amount by which the face value of such Bankers' Acceptances exceeds the Discounted Proceeds of such Bankers' Acceptances, to be applied against the principal amount of the Borrowing being so converted. The Canadian Borrower shall at the same time pay to the Administrative Agent the applicable Acceptance Fee.
- 10.4.3 The Canadian Borrower acknowledges and agrees that each Lender may, at any time, arrange for its Participant or Eligible Assignee to accept and purchase Bankers' Acceptances hereunder. Any such acceptance by a Participant or Eligible Assignee shall be deemed to be an Acceptance by such Lender for the purposes of this Agreement.

10.5 Power of Attorney

~~In order to facilitate issuance of Bankers' Acceptances pursuant hereto, in accordance with the instructions given from time to time by the Canadian Borrower, the Canadian Borrower hereby authorizes each Lender, and for this purpose appoints each Lender its lawful attorney, to complete and sign Bankers' Acceptances on its behalf, in handwritten or facsimile or mechanical signature or otherwise, and once so completed, signed and endorsed, and following acceptance of them as Bankers' Acceptances, to purchase, discount or negotiate such Bankers' Acceptances in accordance with the provisions of this ARTICLE 10, and to provide the net Discounted Proceeds to the Administrative Agent in accordance with the provisions hereof. Drafts so completed, signed, endorsed and negotiated on behalf of the Canadian Borrower by any Lender shall bind the Canadian Borrower as fully and effectively as if so performed by an authorized officer of the Canadian Borrower. Each Lender shall maintain a record with respect to such instruments (i) received by it hereunder, (ii) voided by it for any reason, (iii) accepted by it hereunder and (iv) cancelled at their respective maturities. Each Lender agrees to provide such records to the Canadian Borrower promptly upon request and, at the request of the Canadian Borrower, to cancel such instruments which have been so completed and executed and which are held by such Lender and have not yet been issued hereunder. This Section 10.5 shall apply *mutatis mutandis* to any note or draft, if any, which may be issued from time to time to evidence a BA Equivalent Advance.~~

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 LETTERS OF CREDIT

11.1 Letter of Credit Commitment

Subject to the terms and conditions hereof, each Issuing Bank, on behalf of the Lenders, and in reliance on the agreements of the Lenders set forth in Section 11.2, agrees to issue, for the account of the Canadian Borrower, Facility A Letters of Credit in CDollars or USDollars under the Facility A Credit on any Banking Day during the period from the date of this Agreement until the date occurring one month prior to the Facility A Maturity Date; provided that (i) the term of any Facility A Letter of Credit shall not exceed 365 days or end after the Facility A Maturity Date, (ii) the Letter of Credit Exposure in respect of such Facility A Letters of Credit shall not cause the then Facility A Available Commitment to be exceeded, (iii) the Letter of Credit Exposure of BMO as an Issuing Bank in respect of such Facility A Letters of Credit shall not exceed C\$325,000,000, the Letter of Credit Exposure of Barclays Bank PLC in respect of such Facility A Letters of Credit shall not exceed C\$25,000,000 and Barclays Bank PLC shall issue standby Letters of Credit only, the Letter of Credit Exposure of JPMorgan Chase Bank, N.A., Toronto Branch in respect of such Facility A Letters of Credit shall not exceed C\$50,000,000, and (iv) the total amount of issued and outstanding Facility A Letters of Credit does not exceed the amount set forth in Section 3.1.4. Each Facility A Letter of Credit shall be in form and substance satisfactory to the applicable Issuing Bank. The maximum Letter of Credit Exposure of BMO, Barclays Bank PLC and JPMorgan Chase Bank, N.A., Toronto Branch as Issuing Banks set forth in clause (iii) of this Section 11.1 may be amended from time to time to reallocate the amount set forth in Section 3.1.4 between BMO, Barclays Bank PLC and JPMorgan Chase Bank, N.A., Toronto Branch as Issuing Banks with the consent of BMO, Barclays Bank PLC and JPMorgan Chase Bank, N.A., Toronto Branch (or, if the reallocation is between two of such Issuing Banks only, such two Issuing Banks) and the Canadian Borrower and without the consent of any other Lender. No Issuing Bank shall be required to issue a Letter of Credit if such issuance would violate any policies of the Issuing Bank pertaining to letters of credit generally.

11.2 Letter of Credit Participations

Each Issuing Bank irrevocably grants, and in order to induce each Issuing Bank to issue its Letters of Credit hereunder, each Lender irrevocably accepts and hereby purchases for its own account and risk from the applicable Issuing Bank, on the terms and conditions hereinafter stated, an undivided interest equal to such Lender's Facility A Participation in the applicable Issuing Bank's obligations and rights under each Letter of Credit issued hereunder and the amount of each drawing paid by the applicable Issuing Bank thereunder. Each Lender unconditionally and irrevocably agrees with each Issuing Bank that, on or before the close of business of the Issuing Bank, on each day on which a drawing is paid under a Letter of Credit for which the Issuing Bank is not reimbursed in full by the Canadian Borrower in accordance with the terms of this Agreement, including, without limitation, pursuant to Section 11.8.1 (a "**Participation Date**"), such Lender will pay to the Administrative Agent for the account of the Issuing Bank at the Administrative Agent's office specified in Section 12.1 such Lender's Facility A Participation of any unpaid Reimbursement Obligation in respect of Facility A Letters of Credit. This obligation of each Lender is unconditional and, for greater certainty, shall apply both before and after the occurrence of any Default or Event of Default, both before and after the Facility A Maturity Date and both before and after the termination or cancellation of the Facility A Total Commitment. Each Issuing Bank shall notify the Administrative Agent and each Lender of the occurrence of a Participation Date, and the amount payable by it to the Issuing Bank based on such Lender's Facility A Participation. Any such notice may be oral if promptly confirmed in writing (including telecopy). If any Lender fails to make any such payment on or prior to the first Business Day after such Lender receives notice as provided above, then interest shall accrue on such Lender's obligation to make such payment during the period from such Business Day to the day such Lender makes such payment (or if earlier, the date on which the Canadian Borrower reimburses the Issuing Bank for such unpaid Reimbursement Obligation) at the rate specified in Section 20.1.

11.3 Repayment of Participants

Upon and only upon receipt by the applicable Issuing Bank of funds from the Canadian Borrower in full or partial reimbursement of any drawing paid under a Letter of Credit with respect to which any Lender has theretofore paid the Administrative Agent for the account of such Issuing Bank in full for such Lender's Facility A Participation pursuant to Section 11.2 and in full or partial payment of interest, commissions or fees on such drawing paid under a Letter of Credit, the applicable Issuing Bank will pay to such Lender, in the same funds as those received by such Issuing Bank, or net against any then due obligation of such Lender under Section 11.2 to make any payment to such Issuing Bank, such Lender's Facility A Participation of such funds.

11.4 Role of the Issuing Bank

Each Issuing Bank will exercise and give the same care and attention to each Letter of Credit as it gives to its other letters of credit and similar obligations, and each Issuing Bank's sole liability to each Lender shall be to distribute pursuant to Section 11.3 promptly, as and when received by such Issuing Bank, each Lender's Facility A Participation of any payments made to such Issuing Bank by the Canadian Borrower. Each Lender agrees that, in paying any drawing under a Letter of Credit, the applicable Issuing Bank shall not have any responsibility to obtain any document (other than as required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of any Person delivering any such document. No Issuing Bank nor any of its representatives, officers, employees or agents shall be liable to any Lender for (a) any action taken or omitted to be taken in connection herewith at the request or with the approval of the Required Lenders, (b) any action taken or omitted to be taken in the absence of gross negligence or wilful misconduct, (c) any recitals, statements, representations or warranties contained in any document distributed to any Lender, (d) the creditworthiness of the Canadian Borrower, or (e) the execution, effectiveness, genuineness, validity, or enforceability of any Letter of Credit, or any other document contemplated thereby. No Issuing Bank shall incur any liability (i) by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telecopier or similar writing) believed by it to be genuine or to be signed by the proper party or parties or (ii) by acting as permitted under Section 11.13. The obligations of the Lenders hereunder are several and not joint and several, and no Lender shall be liable for the performance or non-performance of the obligations of any other Lender under this ARTICLE 11. In the event of gross negligence or wilful misconduct on the part of an Issuing Bank in the payment of any drawing under a Letter of Credit, such Issuing Bank shall repay to each Lender any amount paid by such Lender to such Issuing Bank pursuant to Section 11.2 which the Canadian Borrower has not reimbursed to such Issuing Bank strictly and solely as a result of such gross negligence or wilful misconduct.

11.5 Obligations of Each Lender Absolute

Each Lender acknowledges that its obligations to each Issuing Bank under this ARTICLE 11, including the obligation to purchase and fund a participation in the obligations and rights of the Issuing Bank under each Letter of Credit and any unpaid Reimbursement Obligation, is absolute and unconditional and shall not be affected by any circumstance whatsoever, including, without limitation, (i) the occurrence and continuance of a Default or an Event of Default, (ii) the fact that a condition precedent to the issuance of any Letter of Credit was not in fact satisfied, (iii) any failure or inability of any other Lender to purchase or fund such a participation hereunder, or (iv) any other failure by any other Lender to fulfil its obligations hereunder. Each payment by a Lender to an Issuing Bank for its own account or the Administrative Agent for the account of an Issuing Bank shall be made without any offset, compensation, abatement, withholding or reduction whatsoever.

11.6 Reinstatement and Survival

Notwithstanding anything herein to the contrary, if an Issuing Bank is required at any time whether before or after the Facility A Maturity Date to make any payment under a Facility A Letter of Credit which was outstanding on or before the Facility A Maturity Date, each Lender shall pay over to the applicable Issuing Bank, in accordance with the provisions of this ARTICLE 11, the amount of such Lender's Facility A Participation of such amount. If an Issuing Bank is required at any time (whether before or after the Facility A Maturity Date) to return to the Canadian Borrower or to a trustee, receiver, liquidator, custodian or other similar official any portion of the payments made by or on behalf of the Canadian Borrower to such Issuing Bank in reimbursement of Reimbursement Obligations and interest thereon, each Lender shall, on demand of such Issuing Bank, forthwith pay over to such Issuing Bank for its account or the Administrative Agent for the account of such Issuing Bank such Lender's Facility A Participation of such amount, plus interest thereon from the day such demand is made to the day such amount is returned by such Lender to such Issuing Bank at the rate specified in Section 20.1.

11.7 Procedure for Issuance and Renewal of Letters of Credit

- 11.7.1 The Canadian Borrower may request an Issuing Bank, with a copy to the Administrative Agent, to issue a Letter of Credit under the Facility A Credit by delivering to the Issuing Bank at its office specified from time to time to the Canadian Borrower a commercial letter of credit application or a standby letter of credit application or a letter of guarantee application, as appropriate, on the applicable Issuing Bank's then customary form for a commercial letter of credit or standby letter of credit or letter of guarantee respectively (each such form, as it may be modified from time to time, a "**Letter of Credit Application**"), completed to the satisfaction of such Issuing Bank, together with the proposed form of such Letter of Credit (which shall comply with the applicable requirements set forth herein) and such other certificates, documents and other papers and information as the Issuing Bank may reasonably request; provided that in the event of a conflict between this Agreement and the applicable Letter of Credit Application, this Agreement shall govern with respect to such conflict. In connection with a pending Permitted Acquisition, the Canadian Borrower may request the issuance of a Letter of Credit on behalf of a Person that is the subject of the pending Permitted Acquisition, provided that the Canadian Borrower shall remain liable for all obligations in respect of any such Letter of Credit.
- 11.7.2 Within one (1) Business Day following the date on which the Administrative Agent shall have received a copy of an application for the issuance of a Facility A Letter of Credit, the Administrative Agent shall advise the applicable Issuing Bank and the Borrower as to whether the issue of the requested Letter of Credit would result in the Letter of Credit Exposure in respect of Facility A Letters of Credit to exceed the then Facility A Available Commitment. If the Letter of Credit Exposure in respect of Facility A Letters of Credit would exceed the then Facility A Available Commitment as a result of the issuance of the requested Letter of Credit, the Borrower shall withdraw its request.
- 11.7.3 Within three (3) Business Days following the date on which an Issuing Bank shall have received an application for the issuance of a Letter of Credit including the form thereof, and such additional certificates, documents and other papers and information as such Issuing Bank may have reasonably requested in satisfaction of all conditions to the issuance thereof, such Issuing Bank shall, provided the conditions of ARTICLE 13 have been complied with, issue such Letter of Credit (if the Canadian Borrower shall have requested that such Letter of Credit be issued immediately) or (if the Canadian Borrower shall have requested in the related Letter of Credit Application that such Letter of Credit be issued at a later date) the Administrative Agent shall notify the Canadian Borrower that the applicable Issuing Bank shall, provided the conditions of ARTICLE 13 have been complied with, issue such Letter of Credit on such later date, or that the applicable Issuing Bank shall not issue such Letter of Credit by reason of a provision set forth herein.
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11.7.4 The Canadian Borrower may request the extension or renewal for up to 365 days of a Letter of Credit issued for its account hereunder which is not automatically renewed in accordance with the terms contained therein, by giving written notice to the Administrative Agent and the applicable Issuing Bank at least ten (10) Business Days prior to the then current expiry date of such Letter of Credit (provided that the Issuing Bank may accommodate notices on shorter notice in its sole discretion).

11.7.5 With respect to any Letter of Credit issued hereunder which by its terms is automatically renewed or extended unless notice to the contrary is received by the beneficiary thereunder within the time period set forth therein (the “**Revocation Period**”), the applicable Issuing Bank shall, upon receipt of notice from the Administrative Agent (which notice must be received by the Issuing Bank not later than noon, Toronto time, ten (10) Business Days prior to the expiration of the Revocation Period), to the effect that the Required Lenders have elected not to extend the current expiry date of such Letter of Credit, promptly notify the Canadian Borrower and the beneficiary thereunder that such Letter of Credit shall not be renewed. Unless such notice from the Administrative Agent is received by the applicable Issuing Bank in respect of any Letter of Credit, such Letter of Credit shall automatically be renewed or extended in accordance with its provisions.

11.7.6 Notwithstanding anything to the contrary in this Agreement, (a) an Issuing Bank shall have no obligation to extend or renew any Letter of Credit issued hereunder to an expiry date extending beyond the Facility A Maturity Date or at any time when a Default or an Event of Default has occurred which has not been waived or cured and (b) no Lender shall have any obligation to purchase a participation in an Issuing Bank’s obligations and rights under any Letter of Credit extended or renewed to a date beyond the Facility A Maturity Date.

11.8 Reimbursement of the Issuing Bank

11.8.1 In the event that any drawing shall be made under any Facility A Letter of Credit, and if no Event of Default shall have occurred and be continuing,

11.8.1.1 the applicable Issuing Bank shall promptly notify the Canadian Borrower of such payment and of the amount thereof,

11.8.1.2 the payment by the applicable Issuing Bank of such drawing shall constitute a Canadian Rate Advance under the Facility A Credit to the Canadian Borrower by the Lenders according to their respective Facility A Participation if such Letter of Credit was in CDollars, or a US Base Rate Advance under the Facility A Credit to the Canadian Borrower by the Lenders according to their respective Facility A Participation if such Letter of Credit was in USDollars and the Canadian Borrower shall pay interest thereon at the Canadian Rate or at the US Base Rate respectively;

- 11.8.1.3 the applicable Issuing Bank shall notify each Lender by telecopier or by telephone (confirmed by telecopier) of such drawing and of the portion thereof constituting a Canadian Rate Advance and of the portion thereof constituting a US Base Rate Advance, and immediately upon receipt of such notice, each Lender shall make its Facility A Participation, in CDollars or USDollars, as applicable, available to the Issuing Bank by wire transfer of immediately available funds to the office of such Issuing Bank specified in such notice.

- 11.8.2 In the event that a drawing shall be made under any Letter of Credit and a Default or an Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), no Canadian Rate Advance or US Base Rate Advance, as applicable, shall be deemed to have been made in respect of such drawing and the Canadian Borrower (i) shall reimburse the applicable Issuing Bank for the amount paid on each drawing under each Letter of Credit not later than the close of business on the day on which the Canadian Borrower receives notice of such drawing, and (ii) shall pay, (A) all charges and expenses relating to such drawing as may be payable in accordance with Section 11.9 and (B) interest at the rate specified in Section 11.10 on the amount of such drawing for the period commencing on the date of any such payment and ending on the date reimbursement is received by the applicable Issuing Bank.

11.9 Commissions, Fees and Charges

- 11.9.1 The Canadian Borrower agrees to pay for each Letter of Credit which the Canadian Borrower has requested to be issued, to (A) the applicable Issuing Bank (solely for the account of the such Issuing Bank) a non-refundable fronting fee with respect to each Letter of Credit, in an amount equal to 0.25% per annum of the face amount thereof, provided that such non-refundable fronting fee shall only be payable to the applicable Issuing Bank with respect to any Letter of Credit while there is more than one (1) Lender under this Agreement during the period when such Letter of Credit is outstanding, and (B) the Administrative Agent for the account of each Lender, a non-refundable Letter of Credit Commission, computed at a rate equal to the Applicable Margin with respect to the calculation of Letter of Credit Commission times such Lender's Facility A Participation of the aggregate amount available to be drawn under such Letter of Credit. Such fronting fee shall be payable quarterly in arrears for the number of days outstanding, at the rate specified above and in the currency of such Letter of Credit, on the last day of each of March, June, September and December so long as such Letter of Credit shall remain outstanding. The Letter of Credit Commissions shall be payable quarterly in arrears for the number of days outstanding, at the rate specified above and in the currency of such Letter of Credit, on the last day of each of March, June, September and December and on the Facility A Maturity Date so long as such Letter of Credit shall remain outstanding.

11.9.2 The Administrative Agent shall promptly distribute, at the end of each calendar quarter, all Letter of Credit Commissions received for the account of each Lender by the Administrative Agent during such calendar quarter, together with a statement from the Administrative Agent reconciling the collection and distribution of such commissions.

11.9.3 In addition, the Canadian Borrower shall pay to the applicable Issuing Bank (solely for the account of the Issuing Bank) such Issuing Bank's standard issuance, drawing, negotiation, amendment, communication and other processing and out of pocket fees in respect of each Letter of Credit.

11.10 Interest on Amounts Disbursed under Letters of Credit

The Canadian Borrower agrees to pay to the applicable Issuing Bank interest on any and all amounts disbursed after the occurrence of a Default or Event of Default which has not been cured or waived as provided in this Agreement by such Issuing Bank under any Letter of Credit issued for its account from the date of disbursement until reimbursed in full at the rates mentioned in Section 11.8.1. Interest accrued hereunder shall be payable on demand. For the purposes of computing the number of days for which interest shall accrue on amounts disbursed under Letters of Credit, payments received by the Issuing Bank after 1:00 P.M., Toronto time, shall be deemed to have been received on the next following Banking Day for payments required to be made in CDollars or on the next following Business Day for payments required to be made in USDollars. All payments (including prepayments) by the Canadian Borrower to an Issuing Bank, whether on account of the Canadian Borrower's Reimbursement Obligation or interest thereon, on account of any fees due hereunder or otherwise, shall be made in the currency of the Letter of Credit and in immediately available funds without set off, compensation or counterclaim to the Issuing Bank.

11.11 Computation of Interest and Fees; Payment not on Business Days

11.11.1 Interest and per annum fees due under this ARTICLE 11 shall be computed on the basis of a year of 365 (or 366 in a leap year) days for actual days elapsed. Any change in any interest rate hereunder resulting from a change in the Canadian Rate, the US Base Rate or the US Prime Rate, shall become effective as of the opening of business on the day on which such change in the Canadian Rate, the US Base Rate or the US Prime Rate becomes effective.

11.11.2 If any payment under this ARTICLE 11 becomes due and payable on a day which is not a Banking Day for payments in CDollars or a Business Day for payments in USDollars, the maturity thereof shall be extended to the next succeeding Banking Day or Business Day, as the case may be, and in the case of any amount disbursed under a Letter of Credit, interest thereon shall be payable at the then applicable rate during such extension.

11.12 Further Assurances

The Canadian Borrower hereby agrees from time to time, to do and perform any and all acts and to execute any and all further instruments required or reasonably requested by an Issuing Bank to more fully effect the purposes of this ARTICLE 11 and the issuance of the Letters of Credit hereunder.

11.13 Nature of Obligations; Indemnities

11.13.1

The obligations of the Canadian Borrower hereunder shall be absolute and unconditional under any and all circumstances and irrespective of any set off, compensation, counterclaim or defense to payment which the Canadian Borrower may have or have had against an Issuing Bank, any Lender or any beneficiary of a Letter of Credit. The Canadian Borrower assumes all risks of the acts or omissions of the users of the Letters of Credit and all risks of the misuse of the Letters of Credit. No Issuing Bank, any of its correspondents nor any Lender shall be responsible: (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document specified in any applications for any of the Letters of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any of the Letters of Credit or any of the rights or benefits thereunder or proceeds thereof in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) for failure of any drawing to bear any reference or adequate reference to any of the Letters of Credit, or failure of anyone to note the amount of any drawing on the reverse of any of the Letters of Credit or to surrender or to take up any of the Letters of Credit or to send forward any such document apart from drawings as required by the terms of any of the Letters of Credit; (iv) for error, omissions, interruptions or delays in transmission or delivery of any messages, by mail, email, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) for any error, neglect, default, suspension or insolvency of any correspondents of the Issuing Bank; (vi) for error in translation or for errors in interpretation of technical terms; (vii) for any loss or delay, in the transmission or otherwise, of any such document or drawing or of proceeds thereof; or (viii) for any other circumstances whatsoever in making or failing to make payment under a Letter of Credit; provided that in each of the circumstances referred to in clauses (i) through (viii) above the Canadian Borrower shall have, nevertheless and notwithstanding the foregoing, a claim against the applicable Issuing Bank, and the applicable Issuing Bank shall be liable to the Canadian Borrower, to the extent, but only to the extent, of any direct, as opposed to indirect, damages suffered by the Canadian Borrower which the Canadian Borrower proves were caused by such Issuing Bank's wilful misconduct or gross negligence. None of the above shall affect, impair or prevent the vesting of any of the rights or powers of the Issuing Bank or any of the Lenders.

11.13.2 In furtherance and extension and not in limitation of the specific provisions hereinabove in this ARTICLE 11 set forth, (i) any action taken or omitted by an Issuing Bank or by any of its respective correspondents under or in connection with any of the Letters of Credit, if taken or omitted in good faith and without wilful misconduct or gross negligence, shall be binding upon the Canadian Borrower and shall not put the applicable Issuing Bank or its respective correspondents under any resulting liability to the Canadian Borrower and (ii) an Issuing Bank may, without wilful misconduct or gross negligence, accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; provided, that if the applicable Issuing Bank shall receive written notification from both the beneficiary of a Letter of Credit and the Canadian Borrower that sufficiently identifies (in the opinion of such Issuing Bank) documents to be presented to such Issuing Bank which are not to be honoured, such Issuing Bank agrees that it will not honour such documents.

11.13.3 The Canadian Borrower hereby agrees at all times to protect, indemnify and save harmless each Issuing Bank and each Lender participating in a Letter of Credit, from and against any and all claims, actions, suits and other legal proceedings, and from and against any and all losses, claims, demands, liabilities and damages, which they or any of them may, at any time, sustain or incur by reason of or in consequence of or arising out of the issuance of any of the Letters of Credit issued for its account (all of the foregoing, collectively, the “**indemnified liabilities**”), it being the intention of the parties that this Agreement shall be construed and applied to protect and indemnify each Issuing Bank and each Lender participating in a Letter of Credit against any and all risks involved in the issuance of all of the Letters of Credit, all of which risks, whether or not foreseeable, being hereby assumed by the Canadian Borrower, including, without limitation, any and all risks of all acts by any Governmental Authority and any and all claims by correspondents used in connection with a Letter of Credit, provided that the Canadian Borrower shall not have any obligation hereunder to an indemnified party with respect to indemnified liabilities arising from the gross negligence or wilful misconduct of such indemnified party. No Issuing Bank nor any Lender shall, in any way, be liable for any failure by it or anyone else to pay a draft drawn under any of the Letters of Credit as a result of any acts, whether rightful or wrongful, of any Governmental Authority or any correspondent used in connection with a Letter of Credit or any other cause not readily within their control or the control of their respective correspondents. Without limiting the generality of the foregoing, the Canadian Borrower shall be responsible for, and shall reimburse the applicable Issuing Bank forthwith upon its receipt of any demand therefor, any and all commissions, fees and other charges paid or payable by such Issuing Bank to any foreign bank which shall be an advising bank or a beneficiary of a Letter of Credit issued for its account which shall, in reliance thereon, have issued its own letter of credit in respect of obligations of the Canadian Borrower.

- 11.13.4 The Canadian Borrower agrees that any terms and conditions in any Letter of Credit Application shall also apply in respect of the Letter of Credit issued pursuant to such application; provided that in the event of a conflict between this Agreement and the applicable Letter of Credit Application, this Agreement shall govern with respect to such conflict.

11.14 Payments upon any Event of Default

The Canadian Borrower agrees that upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies, each Issuing Bank shall at the request, or may with the consent of the Required Lenders, by notice to the Canadian Borrower demand immediate delivery of cash collateral and the Canadian Borrower agrees to deliver such cash collateral upon demand, in an amount equal to the maximum amount that may be available to be drawn at any time prior to the stated expiry of all outstanding Letters of Credit issued for the account of the Canadian Borrower, provided that such cash collateral shall be immediately due and payable upon the occurrence of any Event of Default described in Section 16.1.8. Such cash collateral shall be deposited in a special cash collateral account to be held by the applicable Issuing Bank as collateral security and as a pledge for the payment and performance of the Canadian Borrower's obligations under this Agreement to each Issuing Bank and the Lenders under the Facility A Credit.

ARTICLE 12 PAYMENTS, TAXES, EXPENSES AND INDEMNITY

12.1 Payments to Administrative Agent

Unless otherwise specifically provided for, each Borrower shall make each payment (other than payments in respect of the Swingline Loan) pursuant to this Agreement before 11:00 a.m. (Toronto time) on the day specified for payment. All such payments shall be made by the Borrower in immediately available funds having same day value to, unless otherwise specifically provided for herein, the Administrative Agent, for its account or for the account of the Lenders, in the Administrative Agent's accounts set out in **Schedule 12.1**, or at any other office or account designated by the Administrative Agent. Whenever a payment is due to be made on a day that is not a Banking Day, for payments in CDollars, or a Business Day, for payments in USDollars, the day for payment shall be the following Banking Day or Business Day, as the case may be.

12.2 Payments to Swingline Lender

Unless otherwise specifically provided for herein, the Canadian Borrower shall make each payment due to the Swingline Lender pursuant to this Agreement before 11:00 a.m. (Toronto time) on the day specified for payment. All such payments shall be made by the Borrower in immediately available funds having same day value to the Swingline Lender, for its own account, at the Swingline Lender's branch at First Canadian Place, 100 King Street, Toronto, Ontario, or at any other office and in the accounts designated from time to time by the Swingline Lender in Canada. Whenever a payment is due to be made on a day that is not a Banking Day, for payments in CDollars, or a day that is not a Business Day, for payments in USDollars, the day for payment shall be the following Banking Day or Business Day, as the case may be.

12.3 Payments by Lenders to Administrative Agent

12.3.1 All payments in CDollars to be made by any Lender to the Administrative Agent shall be made in immediately available funds having same day value to the Administrative Agent, for the relevant Borrower's account (unless otherwise specified), at the branch, office or account mentioned in or designated under Section 12.1 for CDollar payments and at the time designated herein.

12.3.2 All payments in USDollars to be made by any Lender to the Administrative Agent shall be made in immediately available funds having same day value to the Administrative Agent, for the relevant Borrower's account (unless otherwise specified), at the branch, office or account mentioned in or designated under Section 12.1 for USDollar payments and at the time designated herein.

12.4 Payments by Administrative Agent to Borrower

Any payments received by the Administrative Agent for the account of the relevant Borrower shall be paid in funds having same day value to the relevant Borrower by the Administrative Agent on the date of receipt, or if such date is not a Banking Day for CDollars payments or a Business Day for USDollars payments or if received after 11:00 a.m. on a Banking Day or Business Day respectively, on the next Banking Day or Business Day respectively, if in CDollars, to the CDollar Current Account or, if in USDollars to the USDollar Current Account or such other bank account of the relevant Borrower at Bank of Montreal designated in writing from time to time by the relevant Borrower to the Administrative Agent.

12.5 Distribution to Lenders and Application of Payments

Except as otherwise indicated herein, all payments made to the Administrative Agent by the Borrower for the account of the Lenders in connection herewith shall be distributed, the same day or if such day is not a Banking Day for CDollars payments or a Business Day for USDollars payments or if received after 11:00 a.m. on a Banking Day or Business Day respectively, on the next Banking Day or Business Day respectively, by the Administrative Agent in funds having same day value among the Lenders to the accounts last designated in writing by the Lenders respectively to the Administrative Agent pro rata in accordance with their respective Facility A Participations, Facility C Participations, ~~Facility D Participations~~ or Facility ~~E~~ D Participations, as the case may be.

12.6 Currency of Payment

Principal, interest and interest on overdue amounts on the SOFR Loan, any SOFR Advance, the US Base Rate Loan and any amounts in respect of Letters of Credit denominated in USDollars payable by the Borrower shall be paid in USDollars and principal, interest and interest on overdue amounts on the Canadian Rate Loan, ~~any amounts payable in respect of Acceptances~~ the Term CORRA Loan and the Daily Compounded CORRA Loan and any amounts payable in respect of Letters of Credit denominated in CDollars shall be paid in CDollars. All amounts payable in respect of Letters of Credit denominated in other currencies (if permitted hereunder) shall be paid in such currency. All other amounts payable by the Borrower under this Agreement shall be payable in CDollars, unless otherwise indicated herein.

12.7 Set-Off

Each Borrower shall make all payments hereunder regardless of any counterclaim, compensation or set-off.

12.8 Taxes

Each Borrower shall make all payments required under this Agreement free and clear of, and exempt from, and without deduction for, or on account of, any Tax, unless such deduction or withholding is required by Applicable Law. For greater certainty, the obligations of the Obligor described in Section 18.2 apply in respect of all Taxes so deducted or withheld that are not Excluded Taxes.

12.9 Application of Payments

12.9.1 All payments made by or on behalf of the Canadian Borrower or the US Borrower pursuant to this Agreement prior to the occurrence of an Event of Default that is continuing and has not been waived shall be applied by the Administrative Agent in accordance with the provisions of Section 12.9.3 in the following order:

- 12.9.1.1 to amounts due pursuant to Section ~~9.13 and~~ 9.14 and 9.15, as and by way of Administrative Agent's fees and other fees referred to in such Sections;
 - 12.9.1.2 to amounts due pursuant to Section ~~9.12~~9.13, as and by way of commitment fees;
 - 12.9.1.3 in the case of payments by the Canadian Borrower, to amounts due pursuant to Section 11.9, as and by way of Letter of Credit fees;
 - 12.9.1.4 to amounts due pursuant to ARTICLE 22, as and by way of expenses;
 - 12.9.1.5 to amounts due pursuant to Sections 11.13.3, 12.10, 18.2.3, 21.5 and 22.2, as and by way of indemnity;
 - 12.9.1.6 to amounts due pursuant to Section ~~9.9~~9.11, as and by way of default interest on overdue amounts;
 - 12.9.1.7 to amounts due pursuant to Sections 9.2, ~~9.3, 9.4,~~ 9.5, 9.6, ~~9.11~~ 9.7, 9.8 and ~~10.4~~9.9, as and by way of interest, ~~Acceptance Fee and discount~~;
 - 12.9.1.8 in the case of payments by the Canadian Borrower, to amounts due pursuant to Sections 11.8, as and by way of principal in respect of Reimbursement Obligations;
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12.9.1.9 to amounts due pursuant to ARTICLE 8 as and by way of principal; and

12.9.1.10 in payment of any other amounts then due and payable by the Obligors hereunder or under any of the other Loan Documents.

The foregoing shall not apply to any amount deposited from time to time in the CDollar Current Account or the USDollar Current Account prior to the occurrence and continuance of an Event of Default. For greater certainty, payments made by the US Borrower shall be applied to amounts due as set forth above in relation to the Facility C Credit.

12.9.2 After the occurrence of an Event of Default that is continuing and has not been waived, all payments made by or on behalf of the Obligors pursuant to this Agreement and the other Loan Documents and all sums received or realized on account of amounts owing hereunder or under the other Loan Documents shall be paid to and be appropriated and applied proportionately by the Administrative Agent towards the Obligations of the Obligors to the Lenders and Hedge Providers in accordance with the Intercreditor Agreement on a *pari passu* basis or as otherwise directed by the Required Lenders and the Hedge Providers, and any such appropriation and application shall override any appropriations or applications made by the Borrower; and

12.9.3 The Lenders agree among themselves that all sums received by the Lenders for application against amounts owing under this Agreement and under the other Loan Documents and referred to in one of Section 12.9.1.2 through 12.9.1.10 shall be shared by each Lender in the proportion borne by the amounts owing to such Lender under such subparagraph to the amounts owing to all Lenders under such subparagraph.

12.10 Supplying Documents and Indemnity: [Compensation for Losses](#)

12.10.1 Each Obligor shall supply all statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to the Lenders or the Administrative Agent pursuant to this Agreement and the other Loan Documents without cost to any Lender or to the Administrative Agent.

12.10.2 Without prejudice to the rights of the Lenders under the provisions of Section [9.99.11](#), the Borrower agrees to indemnify each Lender against any loss or reasonable expense which it may sustain or incur in obtaining or redeploying deposits as a result of the failure by the Borrower to pay when due any principal of the Loan or for any reason to borrow in accordance with a Notice of Borrowing given by the Borrower to the Administrative Agent, to the extent that any such loss or reasonable expense is not recovered pursuant to any other provisions hereof. A certificate of a Lender or the Administrative Agent setting forth the basis for the determination of the interest due on overdue principal or interest and of the amounts necessary to indemnify such Lender in respect of such loss or reasonable expense, submitted to the Borrower, shall, in the absence of manifest error, be conclusive and binding for all purposes.

12.10.3

Notwithstanding any other provision of this Agreement, if in the event of (i) the prepayment or repayment for any reason, including the acceleration of the maturity of the Loan or as a result of the application of Section 18.3, Section 18.4 or Section 24.3.2, ~~the Borrower prepays, repays or converts~~ of all or any portion of the any Term CORRA Loan, Daily Compounded CORRA Loan or SOFR Loan on a day other than the last day of the then current Interest Period applicable to ~~the SOFR Loan or a SOFR Loan Portion, or if the Borrower, having given a Notice of Borrowing requesting a SOFR Advance, fails for any reason~~ such Loan, (ii) the conversion of any Term CORRA Loan, Daily Compounded CORRA Loan or SOFR Loan on a day other than the last day of the then current Interest Period applicable to such Loan, (iii) the failure of the Borrower for any reason, to borrow, convert, continue or prepay any Term CORRA Loan, Daily Compounded CORRA Loan or SOFR Loan or to fulfil on or before the Drawdown Date for such Borrowing the applicable conditions set forth in Section 13.2, then, in such event, the Borrower shall on demand pay to the Administrative Agent, for the account of each Lender, the amount required to indemnify such Lender for any loss, cost or reasonable expense incurred by such Lender as a result of such payment or conversion or failure to fulfil such conditions including, without limitation, any loss or expense incurred in liquidating or in maintaining or redeploying deposits or other funds obtained by such Lender to fund or maintain ~~the SOFR~~ such Term CORRA Loan, Daily Compounded CORRA Loan or ~~such~~ SOFR Loan Portion. A certificate of a Lender setting out the basis of the determination of the amount necessary to indemnify it shall, in the absence of manifest error, be conclusive and binding for all purposes.

12.11 Non-Receipt by Administrative Agent

Without prejudice to the rights of the Administrative Agent under ARTICLE 20, where a sum is to be paid hereunder to the Administrative Agent for the account of another party hereto, the Administrative Agent shall not be obliged to make the same available to that other party hereto until it has been able to establish that it has actually received such sum.

12.12 Survival of Indemnification Obligations

Without prejudice to the survival or termination of any other agreement of the Borrowers under this Agreement, the obligations of the Borrowers under Sections 11.13.3, 12.10, 18.1 and 18.2 and under ARTICLE 22 shall survive the execution hereof, the termination of the Total Commitment and the repayment in full of the Loan.

12.13 Erroneous Payments

12.13.1

If the Administrative Agent notifies a Lender or Swingline Lender, or any Person who has received funds on behalf of a Lender or Swingline Lender (any such Lender, Swingline Lender or other recipient, a **“Payment Recipient”**) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under Section 12.13.2) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Swingline Lender or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an **“Erroneous Payment”**) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Swingline Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of: (i) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Effective Rate, and in respect of an Erroneous Payment in Canadian Dollars or any other currency at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment, as the case may be, may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent); and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 12.13.1 shall be conclusive, absent manifest error.

- Without limiting Section 12.13.1, each Lender or Swingline Lender, or any Person who has received funds on behalf of a Lender or Swingline Lender, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates): (i) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment; (ii) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates); or (iii) that such Lender, Swingline Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:
- 12.13.2
- 12.13.2.1 (A) in the case of clauses (i) or (ii) of Section 12.13.2, an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of clause (iii) of Section 12.13.2), in each case, with respect to such payment, prepayment or repayment; and
- 12.13.2.2 such Lender or Swingline Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 12.13.2.
- 12.13.3 Each Lender or Swingline Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Swingline Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Swingline Lender from any source, against any amount due to the Administrative Agent under Section 12.13.1 or under the indemnification provisions of this Agreement.
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- In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with Section 12.13.1, from any Lender or Swingline Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s notice to such Lender or Swingline Lender at any time: (i) such Lender or Swingline Lender shall be deemed to have assigned its Loans (but not its individual Commitment) with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Class**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not individual Commitments) of the Erroneous Payment Impacted Class, the “**Erroneous Payment Deficiency Assignment**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an electronic platform approved by the Administrative Agent and as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment; (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment; (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Swingline Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Swingline Lender shall cease to be a Lender or Swingline Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its individual Commitment which shall survive as to such assigning Lender or assigning Swingline Lender; and (iv) the Administrative Agent may reflect in the applicable register its ownership interest in the Loans, subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or Swingline Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Swingline Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the individual Commitment of any Lender or Swingline Lender and such individual Commitments of the Lenders and Swingline Lender shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or Swingline Lender under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the “**Erroneous Payment Subrogation Rights**”).
- 12.13.4
- The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any of the Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrowers or any other Loan Party for the purpose of making such Erroneous Payment.
- 12.13.5
- To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.
- 12.13.6

- 12.13.7 Each party's obligations, agreements and waivers under this Section 12.13 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Swingline Lender, the termination of the individual Commitment of a Lender and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 13 CONDITIONS OF LENDING

13.1 Conditions Precedent to the Closing Date

The effectiveness of this Agreement is subject to and conditional upon the prior fulfilment of the following conditions to the satisfaction of the Administrative Agent and the Lenders:

- 13.1.1 On or prior to 4:00 p.m. (Toronto time) on the Banking Day before the Closing Date, the Administrative Agent shall have received from the Borrower, in sufficient quantities to provide one copy to each Lender and to the Administrative Agent, the following, each dated as of a date satisfactory to the Lenders and in form and substance satisfactory to the Lenders:
- 13.1.1.1 this Agreement duly executed by the Obligors, the Lenders and the Administrative Agent;
 - 13.1.1.2 the Intercreditor Agreement duly executed by the Obligors, the Lenders, the Hedge Providers and the Administrative Agent;
 - 13.1.1.3 certified copies of the charter and by-laws of each Obligor and of all documents and resolutions evidencing necessary corporate action on their part approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and evidencing any other necessary corporate action with respect to this Agreement, the other Loan Documents and the instruments, certificates or other documents contemplated herein, and approving and authorizing the manner in which and by whom the foregoing documents are to be executed and delivered;
 - 13.1.1.4 a certificate of status, compliance, good standing or like certificate with respect to each Obligor issued by the appropriate government officials of the jurisdiction of its incorporation or amalgamation, as applicable, and each jurisdiction in which they carry on business if applicable;
 - 13.1.1.5 certified copies of the Required Approvals, if any;
 - 13.1.1.6 a certificate of a Responsible Officer of each Obligor certifying the names and true signature of their officers authorized to sign this Agreement, the other Loan Documents and any other documents or certificates to be delivered pursuant to this Agreement;

- 13.1.1.7 certificates of insurance in accordance with the requirements of Section 14.4;
- 13.1.1.8 copies of any existing Phase 1 environmental assessment and environmental audits in respect of all Material Real Property owned or leased by the Obligors which have not previously been delivered to the Administrative Agent;
- 13.1.1.9 the Guarantees and Security Documents duly authorized, executed and delivered by each of the Obligors parties hereto to the extent required by the Collateral and Guarantee Requirement to the extent such Security Documents have not previously been delivered to the Administrative Agent;
- 13.1.1.10 a certificate of a Responsible Officer of the Borrower certifying that, on the Closing Date, the Borrower is in compliance with the financial ratios set forth in Section 14.2.1;
- 13.1.1.11 certified copy of the Term Loan Agreement including all amendments thereto;
- 13.1.1.12 the results of Lien searches of all filings, registrations or recordings of or with respect to all the Assets (other than real property) of the Obligors (i) for Canadian Obligors, in each jurisdiction in which their respective Assets are located or they have an office (which Assets in such jurisdiction have a value exceeding \$1,000,000), and (ii) for US Obligors, in their jurisdiction of organization, in each case, together with such other documents that the Lenders shall reasonably require evidencing, to the entire satisfaction of the Lenders, that all such Assets are free and clear of all Liens, other than Permitted Liens;
- 13.1.1.13 a favourable opinion of Stikeman Elliott LLP, Canadian counsel to the Borrower, and Simpson Thacher & Bartlett LLP, United States counsel to the Borrower, in form and substance acceptable to the Administrative Agent and the Lenders, addressed to the Administrative Agent, the Lenders and Lenders' Counsel; and
- 13.1.1.14 a favourable report of Lenders' Counsel, addressed to the Administrative Agent and to each Lender;
- 13.1.2 each of the Security Documents or financing statements, notices or applications in respect thereof, shall have been duly registered, filed and recorded against all Material Real Property of each Obligor, if any, and in all other places and in all jurisdictions which the Lenders shall require, to the entire satisfaction of the Lenders and Lenders' Counsel and the Administrative Agent shall have received evidence satisfactory to the Lenders and Lenders' Counsel of such registrations, recordings or filings and that the Security Interests thereunder constitute valid, effective and perfected first priority Security Interests, subject only to Permitted Liens, except with respect to the delivery of Security Documents and related confirmation of title insurance in respect of Material Real Property for those Obligors that are becoming Obligors as of the Closing Date, in which case such documents shall be delivered, unless otherwise agreed by the Administrative Agent, within 180 days following Closing;

- 13.1.3 receipt by the Administrative Agent of all estoppel letters reasonably required by the Administrative Agent in accordance with the requirements of **Schedule 15.1**, to the extent not previously delivered to the Administrative Agent;
- 13.1.4 receipt by each Lender of all information and documents required by such Lender to meet its obligations with respect to “know your customer” rules and rules under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and its regulations (or similar Applicable Law);
- 13.1.5 no event has occurred which constitutes a Material Adverse Effect since June 30, 2021;
- 13.1.6 the commitment fees, letter of credit fronting fees and Letter of Credit Commissions payable with respect to the Facility B Credit under the Original Credit Agreement for the period from and including July 1, 2021 to the Closing Date and any other amounts payable with respect to the Facility B Credit shall have been paid or be paid out of the proceeds of the initial Advance under Facility A Credit;
- 13.1.7 all amounts due and payable on or before the initial Advance by the Borrower pursuant to this Agreement and the other Loan Documents, including reasonable out of pocket costs, work fees and reasonable legal fees of the Administrative Agent and the Lenders (including reasonable legal fees of Lenders’ Counsel), shall have been paid or be paid out of the proceeds of the initial Advance under Facility A Credit; and
- 13.1.8 receipt by each Lender of a five-year consolidated financial forecast of the Canadian Borrower.

13.2 Conditions Precedent to each Advance

The obligation of each Lender to make each Advance (including the initial Advance), each Conversion Advance and each Rollover Advance and of the Issuing Bank to issue each Letter of Credit (including the first Letter of Credit) is subject to and conditional upon the prior fulfilment of the following conditions to the satisfaction of the Administrative Agent:

- 13.2.1 the Administrative Agent shall have received, as applicable, a Notice of Borrowing prior to the Drawdown Date as required in Section 3.2, Section 5.2 or Section 6.2, as applicable, or a Notice of Conversion prior to the Conversion Date as required in Section 3.8, Section 5.6 or Section 6.6, as applicable, or a Notice of Rollover prior to the Rollover Date as required in Section ~~8.14~~8.12, Section ~~10.2~~8.13 or Section ~~10.3~~8.14, as applicable, or a Letter of Credit Application as required in Section 11.7.1; and

13.2.2 on the date of each such Advance, Conversion Advance, Rollover Advance or the issuance of such Letter of Credit, as applicable, the following statements shall be true to the satisfaction of the Administrative Agent (and the acceptance by the Borrower of the proceeds of such Advance or Conversion Advance or Rollover Advance or the issuance of such Letter of Credit, as applicable, shall be deemed to constitute a representation and warranty by the Borrower that on the date of such Advance or issuance of the Letter of Credit, as applicable, such statements are true):

13.2.2.1 the representations and warranties contained in ARTICLE 2, subject to any revision or update to Schedules to be made pursuant to Section 14.1.2.8 (but without waiving the obligation of the Borrower pursuant to the Agreement to give prompt notice to the Administrative Agent of certain changes which will have to be subsequently reflected in revisions or updates to Schedules pursuant to Section 14.1.2.8) and, except the representations and warranties of Section 2.1.16 (which shall be read as if they referred to the most recent financial statements delivered by the Borrower to the Administrative Agent pursuant to Section 14.1.2), are true and correct in all material respects (except to the extent such representations and warranties are already qualified by materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the date of such Advance, Conversion Advance, Rollover Advance or issuance of the Letter of Credit, as applicable, as though made on and as of such date; and

13.2.2.2 no event has occurred and is continuing, or would result from such Advance, Conversion Advance, Rollover Advance or Letter of Credit, as applicable, which constitutes a Default or an Event of Default, or, in connection with an Advance requested to fund a Limited Condition Transaction, subject to Section 1.15, on the date on which the definitive agreement governing the relevant Permitted Acquisition is executed, immediately before and immediately after giving pro forma effect to such Permitted Acquisition (including any Indebtedness of the Person or the Assets to be acquired and any incurrence, assumption or repayment of Indebtedness or Liens which is reasonably expected to occur in connection with the closing of the Limited Condition Transaction and the use of proceeds thereof), no Default or Event of Default shall have occurred and be continuing and on the date of the Advance funding the relevant Acquisition, no Event of Default pursuant to Section 16.1.1, Section 16.1.2 or Section 16.1.8 has occurred and is continuing or would result from such Advance.

13.3 Waiver

The terms and conditions of Sections 13.1 to 13.2 are inserted for the sole benefit of the Lenders and may be waived by the Administrative Agent on instruction from the unanimous Lenders in whole or in part, with or without terms or conditions, in respect of any Advance, Conversion Advance, Rollover Advance or Letter of Credit, as applicable, without prejudicing the right of the Lenders to assert these terms and conditions in whole or in part in respect of any other Advance, Conversion Advance, Rollover Advance or Letter of Credit, as applicable.

ARTICLE 14 COVENANTS

14.1 Affirmative Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Swingline Lender has any obligation under this Agreement or any Lender has any Commitment under this Agreement, and unless consent is given in accordance with Section 24.3, each Obligor covenants and agrees and the Canadian Borrower shall cause each of its Restricted Subsidiaries to:

- 14.1.1 Duly Pay and Perform: It will duly and punctually pay all sums of money due by it under the terms of this Agreement, the other Loan Documents or otherwise at the times and places and in the manner provided for by this Agreement, the other Loan Documents or any other applicable agreement and shall duly and punctually perform and observe all other obligations on its part to be performed or observed hereunder or thereunder at the times and in the manner provided for herein or therein;
- 14.1.2 Financial and Other Information: It will furnish or cause to be furnished to the Administrative Agent by electronic means for distribution to each Lender:
 - 14.1.2.1 Notice of Default: As soon as possible and in any event within five (5) Banking Days after the occurrence of each Event of Default or becoming aware of each event which constitutes a Default, a statement of a Responsible Officer of the relevant Obligor setting forth details of such Event of Default or Default and the action which such Obligor proposes to take with respect thereto;
 - 14.1.2.2 Financial Statements for the Canadian Borrower.
 - 14.1.2.2.1 Quarterly Financial Statements: On the earlier of (i) the date of filing with the SEC or any other securities regulatory authority and (ii) forty-five (45) days after the close of each quarterly accounting period in each fiscal year of the Canadian Borrower, the unaudited in-house consolidated financial statements for such quarterly period (including a breakdown by business line) subject to normal year-end auditing adjustments;

14.1.2.2.2 Annual Consolidated Financial Statements: On the earlier of (i) the date of filing with the SEC or any other securities regulatory authority and (ii) one hundred and twenty (120) days after the end of each fiscal year of the Canadian Borrower, the audited consolidated financial statements and related management discussion and analysis for such fiscal year, setting forth in comparative form the figures and as at the end of and for the previous fiscal year, are accompanied by an by an audit report of the Auditors, which report shall include an opinion of the Auditors, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (other than solely as a result of the impending maturity of any Loan or Commitment);

14.1.2.2.3 The obligations in Sections 14.1.2.2.1 and 14.1.2.2.2 may be satisfied with respect to financial information of the Canadian Borrower and its Subsidiaries by (i) the Canadian Borrower’s Form 10-Q or 10- K, as applicable, filed with the SEC at the time of filing with the SEC or (ii) the Canadian Borrower’s quarterly and annual financial statements, as applicable, filed in accordance with applicable Canadian securities laws, at the time of filing on the System for Electronic Document Analysis and Retrieval; provided that, to the extent such information is in lieu of information required to be provided under Section 14.1.2.2.2, such materials are accompanied by an by an audit report of the Auditors, which report shall include an opinion of the Auditors, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (other than solely as a result of the impending maturity of any Loan or Commitment);

14.1.2.3 Quarterly Officer’s Certificate: At each time financial statements are delivered pursuant to Section 14.1.2.2.1, 14.1.2.2.2 or 14.1.2.2.3, a certificate of a Responsible Officer of the Canadian Borrower acceptable to the Administrative Agent and in substantially the form of **Schedule 14.1.2.3**;

14.1.2.4 Quarterly Financial Ratio Calculations: At each time financial statements are delivered or made available pursuant to Section 14.1.2.2.1, 14.1.2.2.2 or 14.1.2.2.3, the certificate delivered pursuant to Section 14.1.2.3 shall set forth reasonably detailed calculations of the Adjusted EBITDA for the rolling four-quarter period ending on the fiscal quarter for which such certificate is being delivered, a calculation of the Leverage Ratio and the Interest Coverage Ratio as at the last day of the fiscal quarter for which such certificate is being delivered;

- 14.1.2.5 Pro Forma Adjustment and Management's Discussion: At each time financial statements are delivered or made available pursuant to Section 14.1.2.2.1, 14.1.2.2.2 or 14.1.2.2.3, to the extent delivered under the Term Loan Agreement and at such time as required to be delivered under the Term Loan Agreement, (a) an internally prepared management summary of pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements; and (b) a management's discussion and analysis;
- 14.1.2.6 Annual Financial Forecast: No later than one hundred and twenty (120) days following each fiscal year end of the Canadian Borrower, the annual financial forecast of the Canadian Borrower and its Subsidiaries in form acceptable to the Administrative Agent, including financial projections on a quarterly basis for the coming year, income statement, balance sheet, cash flow statement, capital expenditure budget, detailed list of assumptions and projected compliance ratios, and from time to time as mutually agreed to between the Canadian Borrower and the Administrative Agent, amendments and updates thereto;
- 14.1.2.7 Material Adverse Effect: As soon as possible, and in any event within five (5) Business Days of a Responsible Officer of an Obligor becomes aware of it, written notice of any change or effect which has or could have a Material Adverse Effect, accompanied with all reasonable details thereof;
- 14.1.2.8 Revision or Update to Schedules: Should any of the information or disclosures provided on any of the Schedules in relation to a representation that is not only expressed as of a specific date become outdated or incorrect in any material respect during any fiscal quarter, and such information or disclosures has not otherwise been supplemented in perfection certificates delivered to the Administrative Agent in relation to any Restricted Subsidiaries that are the subject of Permitted Acquisitions such that with the information provided in such perfection certificates, the information and disclosures are collectively not outdated or incorrect in any material respect, within thirty (30) days of the end of such quarter, such revisions or updates to such Schedule(s) as may be necessary or appropriate to up-date or correct such Schedule(s);
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- 14.1.2.9 Notice of Litigation, Etc.: As soon as possible, and in any event within five (5) Business Days after any Obligor has received notice of the commencement thereof, written notice of any litigation, proceeding or dispute affecting any of the Obligors or their respective property before any court, tribunal, commission or other administrative agency which could reasonably be expected to result in a potential liability in excess of US\$25,000,000 or have a Material Adverse Effect; from time to time, each Obligor shall provide all reasonable information requested by the Administrative Agent concerning the status of any such litigation, proceeding or dispute;
- 14.1.2.10 Notices from Ministry of Environment: As soon as possible, and in any event within five (5) Business Days after any Obligor has received notice of same, written notice of any update, notice or other correspondence received from any Ministry of Environment pertaining to compliance with all Environmental Laws if such update, notice or other correspondence could reasonably be expected to result in a potential liability in excess of US\$25,000,000 or have a Material Adverse Effect; from time to time, each Obligor shall provide all reasonable information requested by the Administrative Agent concerning the status of any such documentation;
- 14.1.2.11 Notice of Lien: As soon as possible, and in any event, within five (5) days of acquiring knowledge that a material Lien exists against the Assets of the Obligors or any one thereof that is not a Permitted Lien;
- 14.1.2.12 Notice of Restricted Subsidiaries: Together with the delivery of the officer's certificate delivered pursuant to Section 14.1.2.2.3 with respect to the financial statements referred to in Section 14.1.2.2.2 a list of each Subsidiary of the Canadian Borrower that identifies each Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of such certificate or a confirmation that there is no change in such information since the later of the Closing Date and the date of the last such list or other disclosure of such information to the Administrative Agent;
- 14.1.2.13 Information Provided to Other Creditors: Promptly after the furnishing thereof, copies of any material statements or material reports (that are not otherwise furnished hereunder to the Administrative Agent) furnished to the Term Lenders or the trustee under the High Yield Notes;
- 14.1.2.14 Financial Management Letters: Promptly upon receipt thereof, copies of any detailed final management letters submitted to the board of directors (or the audit committee of the board of directors) of the Canadian Borrower by the Canadian Borrower's auditors in connection with the accounts or books of the Canadian Borrower or any Subsidiary or any audit of any of them;
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14.1.2.15 Sustainability Projects: With respect to each Sustainability Project:

- 14.1.2.15.1 No later than the last day of the fiscal quarter during which the Commercial Operations Date occurs, a financial model projecting the Adjusted EBITDA on a quarterly basis for the period commencing on the Commercial Operations Date of such Sustainability Project and ending on the last day of the fourth full fiscal quarter following such Commercial Operations Date (as may be updated or revised from time to time, the “**Sustainability Project Forecast**”), together with all applicable assumptions and calculations, including historical 12-month pricing, volume assumptions and income statement assumptions;
- 14.1.2.15.2 As soon as possible, and in any event, within five (5) days of the Commercial Operations Date, a certificate of a Responsible Officer of the Canadian Borrower certifying that commercial operations have been achieved in respect of such Sustainability Project and certifying the Commercial Operations Date;
- 14.1.2.15.3 Upon receipt by the Canadian Borrower or applicable Restricted Subsidiary of such information from the applicable Sustainability Entity as and when such information is prepared by such Sustainability Entity in the normal course of its business, unaudited and, if available, audited financial statements for such Sustainability Project including an income statement, balance sheet and cash flow statement; and
- 14.1.2.15.4 At each time financial statements are delivered pursuant to Section 14.1.2.2.1 or 14.1.2.2.2, as applicable, for the immediately preceding fiscal quarter, (i) to the extent the financial statements referred to in Section 14.1.2.15.3 are not available at such time, an internally prepared schedule reasonably detailing the financial information supporting the formulation of Net Income of the applicable Sustainability Entity for such Sustainability Project; (ii) an internally prepared schedule with reasonable detail as to the adjustments made to the Net Income of the Sustainability Entity holding such Sustainability Project to arrive at the Adjusted EBITDA, which adjustments shall be in accordance with this Agreement, provided that this schedule shall only be required to be delivered to the extent that the financial statements delivered to the Administrative Agent pursuant to Sections 14.1.2.2.1 or 14.1.2.2.2, as the case may be, do not include such information and (iii) a certificate of a Responsible Officer of the Canadian Borrower certifying that (x) the aggregate amount of Adjusted EBITDA included for such fiscal quarter for all Sustainability Entities referred to in subsection (ii) of such definition does not exceed 5.0% of the Canadian Borrower’s Adjusted EBITDA for the same period, (y) since the date of the latest Sustainability Project Forecast for such Sustainability Project, there has been no material change to the projected Adjusted EBITDA for such Sustainability Project unless otherwise disclosed to the Administrative Agent pursuant to a revised Sustainability Project Forecast delivered concurrently with and attached to such certificate, and (z) the financial information contained in the most recent Sustainability Project Forecast for such Sustainability Project delivered to the Administrative Agent remains true and complete in all material respects; and

- 14.1.2.16 Other Information: Such other information respecting the condition or operations, financial or otherwise, of each of the Obligors, as the Administrative Agent may from time to time reasonably request;

- 14.1.3 Payment of Taxes: It will promptly pay and discharge all lawful and material Taxes assessed against it or imposed upon its income and profits of, or upon any property belonging to it before the same shall become in default, as well as all lawful and material claims for labour, materials and supplies which, if unpaid, might become a Lien other than a Permitted Lien upon such property or any part thereof, provided, however, that it shall not be required to cause to be paid and discharged any such Tax, claims for labour, materials or supplies as long as the amount or validity thereof shall be diligently contested by it in good faith by appropriate proceedings and it shall have set aside on its books and records reserves or provisions with respect thereto that it considers adequate or necessary;

- 14.1.4 Books and Records: It will keep true and complete books and records and accounts in accordance with Applicable Accounting Principles;

- 14.1.5 Permit Inspections: It will permit the Administrative Agent, by its representatives and agents, after reasonable notice, to visit or inspect its Assets, including, without limitation, corporate books, computer files and tapes and financial records, to examine and make copies of its books of accounts and other financial records and to discuss its affairs, finances and accounts with, and to be advised as to the same by, their respective senior officers at such reasonable times during normal business hours and intervals as the Administrative Agent may designate and, provided that no Default or Event of Default has occurred and is continuing (without having been cured or waived as provided in this Agreement), as agreed with the Canadian Borrower;

- 14.1.6 Preservation of Existence (Corporate or other) and Related Matters: It will at all times cause to be done all things necessary to preserve and keep in full force and effect its legal existence (corporate or other) and all material rights, franchises, licences and privileges necessary to the conduct of its business; and qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction which requires such qualification and authorization, unless failure to do so could not reasonably be expected to have a Material Adverse Effect;
- 14.1.7 Operation and Maintenance of Properties: It will operate, maintain and preserve in good repair, working order and condition (ordinary wear and tear excepted), all its material Assets necessary for the proper conduct of its business;
- 14.1.8 Compliance with Laws, including Environmental Laws; Notices: It will, at all times, comply in all material respects with all Applicable Laws, including without limitation, Environmental Laws of any jurisdiction applicable to it or any of its Assets, except where such compliance is being contested in good faith by appropriate legal proceedings diligently pursued or where failing to comply could not reasonably be expected to have a Material Adverse Effect;
- 14.1.9 Collateral and Guarantee Requirement: It shall be a requirement (the “**Collateral and Guarantee Requirement**”) from and after the Closing Date, that:
- 14.1.9.1 the Administrative Agent shall have received each Security Document required to be delivered (i) on the Closing Date including without limitation those Security Documents listed on **Schedule 15.1** or (ii) on such other dates as required pursuant to Sections 14.1.9 and 14.1.10 or the Security Documents, duly executed by each Obligor party thereto;
- 14.1.9.2 all Obligations (for certainty, including the Obligations of the Canadian Borrower under its Guarantee of the Obligations of the US Borrower) shall have been unconditionally guaranteed by (i) the Canadian Borrower (ii) each Restricted Subsidiary of the Canadian Borrower that is not an Excluded Subsidiary (iii) the US Borrower and (iv) any Restricted Subsidiary of the Canadian Borrower that provides a Guarantee in favour of the Term Loan Lenders or is required to be a guarantor pursuant to the provisions of the Term Loan Agreement, provided that no Guarantor will be required to provide a Guarantee of its own direct obligations under (x) any Loan Document or (y) any Permitted Hedging Agreement or Secured Cash Management Agreement to which it is a party as a direct obligor;

- 14.1.9.3 all Obligations of the US Borrower shall have been unconditionally guaranteed by the Canadian Borrower;
- 14.1.9.4 on the Closing Date or on such other dates as required pursuant to Sections 14.1.9 or 14.1.10, the Obligations of each Obligor shall have been secured by a first-priority security interest (subject to Permitted Liens) in all Equity Interests of each Restricted Subsidiary that is a Wholly Owned Subsidiary other than (i) any Restricted Subsidiary that is an Immaterial Subsidiary, (ii) any Restricted Subsidiary that is a Special Purpose Financing Vehicle, and (iii) Equity Interests described in clause ~~1.1.124.2~~ 1.1.126.2 of the definition of Excluded Assets;
- 14.1.9.5 except to the extent otherwise provided hereunder or under any Security Document, and subject to Permitted Liens, the Obligations shall have been secured by a valid and perfected security interest in substantially all tangible and intangible assets of each Obligor (including accounts receivable, inventory, equipment, investment property, contract rights, registered intellectual property (including applications for registered intellectual property, but excluding any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application under applicable federal Applicable Laws), other general intangibles, and solely to the extent required by Section 14.1.10, mortgages on Material Real Property and, in each case, proceeds of the foregoing), in each case, with the priority required by the Security Documents (to the extent such security interest may be perfected by delivering certificated securities and Material Debt Instruments, solely to the extent required by Section 14.1.10, filing any Security Documents in the appropriate filing or land registry office of the county or municipality where the respective mortgaged property is located, filing financing statements under the Uniform Commercial Code or PPSA or making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office or the Canadian Intellectual Property Office);
- 14.1.9.6 the Administrative Agent shall have received counterparts of Security Documents including a mortgage and other documentation required to be delivered, with respect to each Material Real Property, if any, pursuant to Section 14.1.10 within the time required thereby; and

14.1.9.7 the combined total tangible Assets and Adjusted EBITDA of the Canadian Borrower and Guarantors shall directly represent not less than 85% of the total tangible Assets and Adjusted EBITDA of the Canadian Borrower and its Subsidiaries determined on a consolidated basis (but excluding the tangible Assets and EBITDA of any Joint Venture) (the “**Minimum Guarantor Requirement**”);

Subject to Section 14.1.9.7, this Section 14.1.9 and the Loan Documents shall not contain any requirements as to, the creation or perfection of pledges of or security interests in, mortgages on, or the obtaining of title insurance, surveys, abstracts or appraisals or taking other actions with respect to, any Excluded Assets. The Administrative Agent may grant extensions of time for the perfection of security interests in or the delivery of the Security Documents and the obtaining of title insurance, surveys and abstracts with respect to particular assets and the delivery of assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Obligors) where it reasonably determines, in consultation with the Canadian Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Security Documents.

Notwithstanding anything to the contrary, there shall be no requirement for (and no Default under the Loan Documents shall arise out of the lack of (A) actions in, or required by the Applicable Laws of, any jurisdiction other than the United States (or any state thereof or the District of Columbia) or Canada (or any province thereof) in order to create, perfect or maintain any security interests in any assets (including, without limitation, any intellectual property registered outside the United States or Canada and all real property located outside the United States or Canada) (it being understood that there shall be no security agreements, pledge agreements or similar security documents governed by the Applicable Laws of any jurisdiction outside the United States or Canada) and (B) actions required to be taken to perfect by “control” with respect to any Collateral (other than delivery of certificated securities required to be pledged in accordance with Section 14.1.9.4), including control agreements or similar agreements in respect of any deposit accounts, securities accounts, commodities accounts or other bank accounts except to the extent required by Section ~~14.1.4~~[14.1.14](#);

- New Subsidiaries to Guarantee and Give Security: from and after the Closing Date, at the Canadian Borrower's expense, in accordance with and subject to the terms, conditions, and limitations of Collateral and Guarantee Requirement and any applicable limitation in any Security Document, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including, within ninety (90) days (or such longer period as the Administrative Agent may agree to in its reasonable discretion) after the formation, incorporation or acquisition of any new direct or indirect Wholly Owned Material Subsidiary (in each case, other than an Excluded Subsidiary) the designation in accordance with Section ~~14.1.5~~ 14.1.15 of any existing direct or indirect Wholly Owned Material Subsidiary as a Restricted Subsidiary (other than an Excluded Subsidiary) by any Obligor or upon any Wholly Owned Material Subsidiary ceasing to be an Excluded Subsidiary (including formation, incorporation or acquisition pursuant to an Acquisition but to the extent the Subsidiary is created for the purpose of making a Permitted Acquisition, such 90-day period shall commence from the date of closing of the Permitted Acquisition), subject to the First Lien Intercreditor Agreement:
- 14.1.10
- 14.1.10.1 the Canadian Borrower shall cause each such Material Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to execute and deliver to the Administrative Agent unconditional joint and several guarantees and Security Documents (to the extent applicable) and other Loan Documents together with such other documents reasonably requested by the Administrative Agent consistent with the terms of this Agreement, including an acknowledgement and consent by such Subsidiary to this Agreement and a joinder agreement to become party to this Agreement and, to the extent applicable, security over all Assets of such Subsidiary by way of valid and enforceable first ranking perfected Security Interests for the benefit of the Administrative Agent and the Lenders, subject only to Permitted Liens and such other information as the Administrative Agent shall reasonably request, including without limitation, officer's certificates, financial statements, title and search reports, resolutions, charter documents, legal opinions and any other documents referred to in Section 13.1, all in form and substance satisfactory to the Lenders;
- 14.1.10.2 the Canadian Borrower shall cause to be delivered any and all certificates representing Equity Interests (to the extent certificated) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other appropriate instruments of transfer executed in blank and any instruments evidencing the Indebtedness held by such Subsidiary and required to be pledged pursuant to the Security Documents, endorsed in blank to the Administrative Agent;
- 14.1.10.3 take whatever action (including the filing of financing statements under the Uniform Commercial Code, PPSA or other Applicable Laws and other applicable registration forms and filing statements, and delivery of stock and other membership interest certificates and powers to the extent certificated) as may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and perfected (to the extent required by the Collateral and Guarantee Requirement and the Security Documents) Liens required by the Collateral and Guarantee Requirement;

14.1.10.4 in the case of Material Real Property, within 90 days after the date of the applicable formation, incorporation or acquisition (or such longer period as the Administrative Agent may agree in its discretion), provide the Administrative Agent with a Mortgage and the other documentation and actions required by Section 15.3;

14.1.10.5 deliver to the Administrative Agent, within (i) ninety (90) days after the formation, incorporation or acquisition of a Material Subsidiary which is formed or incorporated in Canada or the United States or (ii) sixty (60) days after the formation, incorporation or acquisition of a Material Subsidiary which is in formed or incorporated in a jurisdiction other than Canada or the United States, a signed copy of a customary opinion, addressed to the Administrative Agent and the Lenders, of counsel(s) for the Obligors reasonably acceptable to the Administrative Agent as to such matters as the Administrative Agent may reasonably request (and consistent with the matters addressed in the legal opinions delivered on the Closing Date); and

14.1.10.6 if and to the extent the Canadian Borrower elects to cause a Restricted Subsidiary that is not a Material Subsidiary to deliver guarantees and Security Documents (to the extent applicable) and a joinder agreement to become a party to this Agreement by delivering a written notice of such election to the Administrative Agent, the Administrative Agent may dispense with the need for delivery of such additional documents, reports and opinions as it reasonably determines acceptable in the circumstances for such Restricted Subsidiary including the cost and burden of requiring such deliverables outweighing the benefit thereof, provided, however, that if such additional documents, reports and opinions are not delivered, such Restricted Subsidiary shall not be included for purposes of determining whether the Minimum Guarantor Requirement has been satisfied;

14.1.11 ~~1.1.1~~ Conduct of Business: It will undertake its business: (i) substantially in accordance with the annual financial forecast submitted by the Canadian Borrower to the Administrative Agent in accordance with Section 14.1.2.6 (or otherwise permitted under this Agreement) except where failure to do so would not have a Material Adverse Effect; (ii) substantially as presently conducted (or otherwise permitted under this Agreement); and (iii) in accordance with good business practices;

14.1.12 ~~1.1.2~~ Use of Proceeds: It will only use the proceeds of the Credit for the purposes mentioned in Sections 3.1.2, 5.1.2, and 6.1.2 ~~and 7.1.2~~;

14.1.13

1.1.3 Bank Accounts: (i) it will maintain all its bank accounts that are maintained in Canada or the U.S. with BMO or any other Lender and deposit in such bank accounts at BMO or with any other Lender all proceeds of Collateral and other revenues of any nature whatsoever, except (a) bank accounts with less than US\$50,000,000 in the aggregate, (b) bank accounts resulting from a Permitted Acquisition in Canada or the U.S. provided that such bank accounts may be maintained only for a period of twelve (12) months following the Permitted Acquisition and thereafter for an additional six (6) months solely for the purpose of facilitating receipt of customer payments by direct deposits, clearance of cheques drawn on such bank accounts prior to such date and similar transitional purposes and shall deposit amounts to such bank accounts solely to the extent required to satisfy obligations in respect of outstanding cheques drawn on such bank accounts, and (c) such other accounts which are subject to an account control agreement satisfactory to the Administrative Agent or as otherwise approved by the Administrative Agent; provided, however, that it shall deliver to the Administrative Agent, within 90 days (or such longer period as may be agreed by the Administrative Agent) of any Permitted Acquisition where the target maintains bank accounts in Quebec and such accounts located in Quebec are to be continued to be maintained with a financial institution other than BMO, a deposit account control agreement, such agreement to be in form and substance satisfactory to the Administrative Agent, acting reasonably; and (ii) it will, at all times prior to the Facility C Maturity Date, maintain a bank account in the U.S. with BMO denominated in USDollars;

14.1.14

1.1.4 Cash Management: It will at all times maintain its Canadian core Cash Management Services business with the Lenders;

14.1.15

1.1.5 Designation of Subsidiaries. Subject to Section 14.1.9.7, the Canadian Borrower may at any time after the Closing Date designate (or re-designate) any Restricted Subsidiary as an Unrestricted Subsidiary or designate (or re-designate, as the case may be) any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation (or re-designation), no Event of Default shall have occurred and be continuing, (ii) no Subsidiary which is, or which is required to be, a “Restricted Subsidiary” under the Term Loan Agreement may be designated as an Unrestricted Subsidiary, and (iii) the investment resulting from the designation of such Subsidiary as an Unrestricted Subsidiary as described in the immediately succeeding sentence is permitted by Section 14.3.15. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an investment by the Canadian Borrower therein at the date of designation in an amount equal to the fair market value as determined by the Canadian Borrower in good faith of the Canadian Borrower’s or a Subsidiary’s (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time and a return on any investment by the Canadian Borrower or the applicable Subsidiary in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value as determined by the Canadian Borrower in good faith at the date of such designation of the Canadian Borrower’s or a Subsidiary’s (as applicable) investment in such Subsidiary.

14.1.16 ~~1.1.6~~ **AML Legislation.** The Borrowers acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, anti-corruption, government sanction and “know your client” laws (collectively, including any guidelines or orders thereunder, “**AML Legislation**”), the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding the Borrowers, the Guarantors, their directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrowers and the Guarantors, and the transactions contemplated hereby.

14.1.16.1 ~~1.1.6.1~~ The Borrowers shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Administrative Agent, or any prospective assignee or Participant of a Lender or the Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

14.1.16.2 ~~1.1.6.2~~ The Borrowers agree to cooperate with the Administrative Agent and each Lender and provide them with all information that may be reasonably required in order to fulfil their obligations under AML Legislation. Without limiting the generality of the foregoing, the Borrower agrees to use commercially reasonable efforts to obtain the consent of any of their respective officers, directors and employees whose consent to the disclosure of any such information is required under applicable privacy legislation under Applicable Law.

14.1.16.3 ~~1.1.6.3~~ Each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of either Borrower or the Guarantors or any authorized signatories of either Borrower or a Guarantor on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrowers or any Guarantor or any such authorized signatory in doing so.

14.2 Financial Covenants and Cure Action

14.2.1 So long as any amount owing under this Agreement or the other Loan Documents remains unpaid, or the Swingline Lender has any obligation under this Agreement or any Lender has any Commitment under this Agreement, and unless consent is given in accordance with Section 24.3, the Canadian Borrower shall maintain the following ratios on a consolidated basis:

14.2.1.1 Total Net Funded Debt to Adjusted EBITDA: at all times, a Leverage Ratio, determined quarterly on the last day of each fiscal quarter of the Canadian Borrower on the basis of the last four completed fiscal quarters of the Canadian Borrower on such date, (i) for a period of four complete fiscal quarters of the Borrower following completion of a Material Acquisition, equal to or less than 6.0:1, and (ii) at all other times, equal to or less than 5.75:1; and

- 14.2.1.2 Interest Coverage Ratio: at all times, an Interest Coverage Ratio, determined quarterly on the last day of each fiscal quarter of the Canadian Borrower on the basis of the last four completed fiscal quarters of the Canadian Borrower on such date, equal to or greater than 3.0:1.

The Administrative Agent and the Lenders shall verify such ratios as of the end of each fiscal quarter of the Canadian Borrower at the time of delivery of the certificate required to be delivered pursuant to Section 14.1.2.2.3 and in accordance with Applicable Accounting Principles, and within 10 Business Days of any written request therefor by the Administrative Agent.

- 14.2.2 In the event of any Event of Default of the financial covenant set forth in Section 14.2.1 (the “**Financial Covenants**”), any proceeds from the issuance of equity received from the shareholders of the Canadian Borrower within ten (10) Business Days of the Canadian Borrower being required to deliver the financial statements as provided for in Section 14.1.2.2.2 and Section 14.1.2.2 will, at the written request of the Canadian Borrower, be included in the calculation of Adjusted EBITDA solely for the purposes of determining compliance with such Financial Covenants at the end of the applicable fiscal quarter and any subsequent period that includes such fiscal quarter (any such equity contribution, a “**Cure Action**”); provided that:
- 14.2.2.1 the amount of any Cure Action and the use of proceeds therefrom will be no greater than the amount required to cause the Canadian Borrower to be in compliance with the Financial Covenants;
- 14.2.2.2 all Cure Actions and the use of proceeds therefrom will be disregarded for all other purposes under the Loan Documents (including, to the extent applicable, calculating Adjusted EBITDA for purposes of determining basket levels and other items governed by reference to Adjusted EBITDA or that include Adjusted EBITDA in the determination thereof in any respect);
- 14.2.2.3 (i) there shall be no more than four (4) Cure Actions made during the term of this Agreement, (ii) a Cure Action may not be made more than twice in any four fiscal quarter period; and (iii) the proceeds of all Cure Actions must be actually received by the Canadian Borrower; and
- 14.2.2.4 to the extent that the Canadian Borrower has applied the aggregate proceeds of a Cure Action to repay the Facility A Credit, the Facility C Credit and the Facility D Credit (which repayment shall be made proportionately in accordance with the principal amount outstanding under the Facility A Credit (excluding Facility A Letters of Credit), the Facility C Credit and the Facility D Credit at the time of such repayment), or a portion thereof (a “**Repayment**”), such Repayment shall be ignored for purposes of determining the amount of Debt of the Obligor for purposes of calculating the Financial Covenants set forth in Section 14.2.1 until such time that the Cure Action ceases to be included in the calculation of Adjusted EBITDA pursuant to the provisions of this Section 14.2.2.

The Canadian Borrower shall provide notice to the Administrative Agent of its intention to cause to be made a Cure Action prior to the date the financial statements are required to be delivered pursuant to Section 14.1.2.2.2 and Section 14.1.2.2. If, after giving effect to the recalculations set forth in this Section 14.2.2, the Canadian Borrower shall then be in compliance with the Financial Covenants, the Canadian Borrower shall be deemed to have satisfied the requirements of the Financial Covenants and the applicable breach or default of the Financial Covenants that had occurred shall be deemed cured for the purposes of this Agreement. Nothing contained herein shall be interpreted to restrict the Administrative Agent and the Lenders from accelerating the Obligations following the occurrence and during the continuance of an Event of Default pursuant to Section 16.1.4 as a result of the occurrence of any Event of Default other than in respect of the Financial Covenant that is addressed as a consequence of a Cure Action being made.

14.3 Negative Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Swingline Lender has any obligation under this Agreement or any Lender has any Commitment under this Agreement and, unless consent is given in accordance with Section 24.3, the Obligors shall not and the Canadian Borrower shall cause its Restricted Subsidiaries not to:

14.3.1 Indebtedness: Create, incur, assume or suffer to exist any Indebtedness except for:

14.3.1.1 its Obligations;

Indebtedness outstanding on the date hereof and listed on **Schedule 2.1.25** and, except as otherwise set forth therein, any refinancings, refundings, renewals, extensions or extensions thereof, which may include any increases thereof so long as, in each case, such increase is permitted pursuant to and included in calculating the amount of Indebtedness permitted under Section 14.3.1.3; provided that (i) except as provided above, the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder and (ii) the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favourable in any material respect to the Canadian Borrower or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed then applicable market interest rate;

14.3.1.2

- 14.3.1.3 Indebtedness in respect of Financial Lease Obligations and Purchase Money Mortgage obligations for fixed or capital assets of the Canadian Borrower and its Restricted Subsidiaries within the limitations set forth in Sections ~~1.1.265.11~~ 1.1.259.11 and ~~1.1.276~~ 1.1.271 (collectively “**PMSI Indebtedness**”), whether now existing or hereafter incurred, provided that such Indebtedness is: (i) incurred substantially concurrently with, or no later than two hundred and seventy (270) days after, the applicable acquisition, lease, construction, repair, replacement or improvement; and (ii) in an aggregate amount not to exceed the greater of (a) C\$145,000,000 at any time, and (b) 5% of Consolidated Total Assets of the Canadian Borrower, determined at the time of incurrence of such PMSI Indebtedness;
- 14.3.1.4 Indebtedness in respect of Other Leases;
- 14.3.1.5 indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with Permitted Acquisitions or permitted dispositions of Equity Interests or assets of the Canadian Borrower and its Restricted Subsidiaries; provided that the maximum aggregate liability in respect of all such obligations shall at no time exceed the gross proceeds, including non-cash proceeds (the fair market value of such non-cash proceeds being measured at the time received or paid and without giving effect to any subsequent changes in value) actually received or paid by the Canadian Borrower and its Restricted Subsidiaries in connection with such Permitted Acquisition or disposition;
- 14.3.1.6 obligations (including in respect of letters of credit, bank guarantees, bankers’ acceptances, warehouse receipts or similar instruments) in respect of bids, tenders, trade contracts, governmental contracts and leases, statutory obligations, surety, stay, customs, bid, and appeal bonds, performance and return of money bonds, performance and completion guarantees, agreements with utilities and other obligations of a like nature (including those to secure health, safety, environmental, insurance or self-insurance obligations) provided by or issued on behalf of the Canadian Borrower and its Restricted Subsidiaries, or by or on behalf of any Person that is the subject of a Permitted Acquisition, obtained by the Canadian Borrower and its Restricted Subsidiaries or such Person in the ordinary course of business;
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- 14.3.1.7 Indebtedness arising from the honouring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five (5) Business Days following its incurrence;
- 14.3.1.8 unsecured Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;
- 14.3.1.9 Indebtedness representing deferred compensation to employees of the Canadian Borrower or any of its Restricted Subsidiaries incurred in the ordinary course of business consistent with past practices and approved by the compensation committee of the board of directors of the Canadian Borrower;
- 14.3.1.10 solely with respect to the mortgages granted by the Canadian Borrower and its Restricted Subsidiaries, guarantees arising under indemnity agreements to title insurers to cause such title insurer to issue to Administrative Agent mortgagee title insurance policies;
- 14.3.1.11 Guarantees of the Canadian Borrower and any of its Restricted Subsidiaries in respect of Indebtedness and other obligations of the Canadian Borrower and its Restricted Subsidiaries otherwise permitted hereunder;
- 14.3.1.12 unsecured Indebtedness (i) owing by any Obligor to any other Obligor, (ii) owing by a Restricted Subsidiary that is not an Obligor to another Restricted Subsidiary that is not an Obligor, or (iii) owing by Restricted Subsidiaries that are not Obligors to Obligors in an aggregate principal amount at any time outstanding under this Section 14.3.1.12(iii) and when aggregated with investments in Restricted Subsidiaries which are not Obligors in accordance with Section 14.3.15.3 not to exceed, in the aggregate at any one time outstanding, the greater of (a) C\$40,000,000, and (b) 1.2% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis);
- 14.3.1.13 accounts payable in the ordinary course of business;
- 14.3.1.14 Indebtedness in respect of (A) Subordinated Debt (including Seller Subordinated Debt not to exceed at any time the amount of C\$5,000,000), and (B) High Yield Notes and the Guarantees in respect thereof by any Obligor, and (C) any other unsecured Indebtedness (whether Subordinated Debt, pursuant to a high yield notes offering or otherwise constituting unsecured Indebtedness);

- 14.3.1.15 secured and unsecured Indebtedness of Restricted Subsidiaries acquired pursuant to a Permitted Acquisition which Indebtedness existed prior to it becoming a Restricted Subsidiary or prior to a Restricted Subsidiary acquiring the Assets which are the subject of a Permitted Acquisition and, in each case, which was not created or incurred in contemplation of the Permitted Acquisition;
- 14.3.1.16 Indebtedness incurred in respect of obligations to pay the purchase price, or any portion thereof, for a Permitted Acquisition to the relevant vendor, which Indebtedness may be secured solely by a Lien against all or any portion of the shares or assets purchased from such vendor;
- 14.3.1.17 Indebtedness of Restricted Subsidiaries which are not Guarantors, provided that the aggregate amount of such Indebtedness does not exceed, at any time, an amount equal to 5.0% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis); and, in each case, such Indebtedness is not guaranteed by any Obligor and, to the extent such Indebtedness is secured, the security therefor is solely against the assets of such Restricted Subsidiaries;
- 14.3.1.18 Indebtedness under the Term Loan (i) in the amount initially advanced on the date hereof; and (ii) any increase in the principal amount thereof subsequent to the date hereof; provided in either case that such Indebtedness is subject to the First Lien Intercreditor Agreement or any replacement inter-creditor agreement upon substantially the same terms and conditions acceptable to the Administrative Agent acting reasonably, in connection with any refinancing, replacement or restructuring of the Term Loan for all or any portion of the Indebtedness under the Term Loan;
- 14.3.1.19 to the extent any such transaction constitutes Indebtedness, any investment permitted by Section 14.3.15;
- 14.3.1.20 Permitted Hedging Agreement Obligations and obligations pursuant to Secured Cash Management Agreements and Bank Product Debt;
- 14.3.1.21 unsecured daylight loans incurred for corporate planning purposes provided such loans are funded through accounts held solely with the Administrative Agent and are repaid on the same day as the advance of such loans;
- 14.3.1.22 Indebtedness consisting of the financing of insurance premiums in an amount not to exceed, at any time outstanding since the Closing Date, the greater of: (a) C\$30,000,000, and (b) 1.0% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis);
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- Indebtedness of a Special Purpose Finance Subsidiary (to the extent such Subsidiary is not an Unrestricted Subsidiary) to the Receivables Financiers arising under or incidental to the Permitted Receivables Facilities; and to the extent that any purported sale, transfer or contribution of Permitted Securitization Transferred Assets from the Canadian Borrower or any other Obligor to a Special Purpose Finance Subsidiary shall ever be deemed not to constitute a true sale, any Indebtedness of the Canadian Borrower and its Subsidiaries to the applicable Special Purpose Finance Subsidiary arising therefrom; provided that to the extent that the incurrence of such Indebtedness results in any mandatory repayment, redemption or repurchase by the Canadian Borrower or any other Obligor of the Term Loan or any other Indebtedness that is secured on a *pari passu* basis (but without regard to control of remedies) with the Obligations pursuant to the terms of the documentation governing or evidencing such Indebtedness (such Indebtedness required to be repaid, redeemed or repurchased or offered to be so repurchased, “**Other Applicable Indebtedness**”) with the net proceeds of such Indebtedness, the Canadian Borrower shall make a prepayment of the outstanding principal amount of the Loans on a *pro rata* basis (determined on the basis of the aggregate outstanding principal amount of the Loans and Other Applicable Indebtedness at such time; provided further that the portion of such net proceeds of the Indebtedness (after deduction of out-of-pocket fees and expenses, if any, applicable to the incurrence of such Indebtedness) allocated to the Other Applicable Indebtedness shall not exceed the amount of such net proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof;
- 14.3.1.23
- 14.3.1.24 Guarantees given by the Canadian Borrower or another Obligor that are contemplated by and in compliance with the definition of Permitted Receivables Facilities in connection therewith; and
- 14.3.1.25 any other secured Indebtedness, provided that (i) such secured Indebtedness shall be subject to an intercreditor agreement satisfactory to the Administrative Agent, acting reasonably and (ii) if the documentation relating to such other secured Indebtedness has any additional financial covenants or affirmative or restrictive covenants which make the terms of such other secured Indebtedness more favourable to the lenders thereunder than the corresponding financial covenant or affirmative or restrictive covenant set forth in this Agreement, then the Borrowers shall agree to make comparable amendments to this Agreement if so requested by the Lenders;

in each case provided that the creation, incurring or assumption by it of any such Indebtedness, or its existence, does not constitute a Default or an Event of Default under any other provision of this Agreement, no Default or Event of Default has occurred and is continuing or would occur immediately after giving effect to such Indebtedness, and provided further that provided that, in relation to Sections 14.3.1.14, 14.3.1.15, 14.3.1.16, 14.3.1.17, 14.3.1.18(ii), 14.3.1.19, 14.3.1.22 and 14.3.1.25 after giving effect to the creation, incurrence or assumption of such Indebtedness the ratio of Net Funded Secured Debt to Adjusted EBITDA shall be equal to or less than 5.0:1.0 (the “**Designated Financial Test**”);

- 14.3.2 Liens: Create, incur, assume or suffer to exist any Lien on any of its Assets other than Permitted Liens;
- Mergers, Etc.: Enter into any transaction (whether by way of reconstruction, reorganization, consolidation, amalgamation, merger, winding-up, merger, transfer, sale, lease or otherwise) whereby all or any substantial part of its undertaking or Assets would become the property of any other Person or, in the case of any such amalgamation, arrangement or merger, of the continuing corporation resulting therefrom; provided, however
- 14.3.3 (i) an Obligor may amalgamate or merge with, or sell or transfer all or a substantial part of its undertaking to, or be liquidated into, (A) another Obligor, (B) a Subsidiary acquired as part of a Permitted Acquisition within 91 days thereof, and (ii) a Restricted Subsidiary that is not an Obligor may amalgamate with or merge or be liquidated or wound up into an Obligor or sell or transfer all or a substantial part of its undertaking to an Obligor, (all such transactions being referred to herein as an amalgamation or merger) in each case if:
- 14.3.3.1 no Default or Event of Default which has not been waived or cured as provided in this Agreement exists immediately prior to, or would exist upon effecting, such transaction;
- 14.3.3.2 unless otherwise agreed by the Administrative Agent, within ten (10) Business Days following such amalgamation or merger, each Person resulting from such amalgamation shall have effected such registrations as are reasonably necessary or desirable to create, preserve or protect valid and effective first-ranking Security Interests securing the Obligations for the benefit of the Administrative Agent and the Lenders on all the Assets of the Person resulting from the amalgamation or merger or the purchaser or transferee, subject to Permitted Liens, all in form and substance satisfactory to the Administrative Agent; provided, however, that to the extent such filing is not mandatory or a required filing for perfection, it shall be made within a reasonably practicable time period following such amalgamation or merger and in any event within 90 days following such amalgamation or merger;
- 14.3.3.3 where any such amalgamation or merger relates to (i) any Obligors organized under the laws of Canada or a province or territory thereof or (ii) any other Obligor merging or amalgamating with a Person that was not an Obligor prior to such amalgamation or merger (such Person, a “**Non-Obligor Merger Party**”) and the Person resulting or surviving from such amalgamation or merger is the Non-Obligor Merger Party, then, in either case, no later than January 31st of each calendar year, each Person resulting from any such amalgamation or merger shall have expressly assumed in writing in favour of the Administrative Agent and the Lenders all the Obligations of the predecessor corporations and shall have executed, signed and delivered all deeds and documents, and done such other acts and things as, in the opinion of the Administrative Agent, are reasonably necessary or desirable to continue the creation, preservation or protection of the valid and effective first-ranking Security Interests securing the Obligations for the benefit of the Administrative Agent and the Lenders on all the Assets of the Person resulting from the amalgamation, subject to Permitted Liens, all in form and substance satisfactory to the Administrative Agent; and

no later than January 31st of each calendar year, the Administrative Agent shall have received (i) the results of Lien searches of all filings, registrations or recordings as contemplated by Section 13.1.1.12 or with respect to all the Assets (other than real property) of the Obligors involved in an amalgamation or merger in the prior calendar year, and (ii) favourable opinions of counsel to each Person resulting from any such amalgamation or merger in the prior calendar year for any Obligor that is the continuing Person from such amalgamation or merger and is a Material Subsidiary or is the Canadian Borrower, in the form and substance reasonably acceptable to the Administrative Agent; provided, however, that if any Person involved in such amalgamation or merger is incorporated or organized in a jurisdiction other than Canada or the United States, such Lien searches and opinions shall be delivered to the Administrative Agent within ten (10) Business Days following such amalgamation or merger;

and a Restricted Subsidiary that is not an Obligor may amalgamate or merge with or sell or transfer all or sell a substantial part of its undertaking to or be liquidated or wound up into another Restricted Subsidiary that is not an Obligor;

14.3.4 Disposal of Assets Generally: Sell, exchange, lease, release or abandon or otherwise Dispose of any of its Assets to any Person, other than:

14.3.4.1 sales of Assets for a maximum aggregate fair market value not in excess of 12.5% of the value of the Consolidated Total Assets (determined as of the date on which the definitive agreement governing the relevant Disposition is executed) in any fiscal year of the Canadian Borrower, provided that net cash proceeds of such sales are reinvested in the business of the Obligors within 365 days of the sales (which reinvestment may include making Permitted Acquisitions and repayment of Indebtedness with such proceeds completed within such time period);

14.3.4.2 sales of Assets in the ordinary course of business;

- 14.3.4.3 any *bona fide* sales, transfers or Dispositions of Assets, other than accounts receivable and marketable securities referred to in Section 14.3.4.4, at fair market value;
- 14.3.4.4 any sale, transfer or other Disposition by it in the ordinary course of its business of marketable securities which are current assets of it;
- 14.3.4.5 Dispositions of obsolete, abandoned, or worn out or no longer useful property, whether now owned or hereafter acquired, in the ordinary course of business;
- 14.3.4.6 Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;
- 14.3.4.7 Dispositions of property by the Canadian Borrower or a Restricted Subsidiary to the Canadian Borrower or another Restricted Subsidiary provided that if the Disposition is by an Obligor to a Restricted Subsidiary who is not an Obligor either (a) the Person to whom the Disposition is made must become an Obligor within thirty (30) days of such Disposition, or (b) the Disposition of Assets for all such Dispositions of Assets in any financial year in the aggregate does not exceed C\$10,000,000;
- 14.3.4.8 to the extent otherwise permitted hereunder, an issuance of Equity Interests by the Canadian Borrower or by a Restricted Subsidiary to the Canadian Borrower or another Restricted Subsidiary provided that if the issuance is by a Restricted Subsidiary that is not an Obligor to an Obligor, it is an investment permitted by Section 14.3.15.3 by an Obligor;
- 14.3.4.9 the unwinding of any Permitted Hedging Agreement in the ordinary course of business;
- 14.3.4.10 to the extent any such transaction constitutes a Disposition, any investment otherwise permitted under Section 14.3.15;
- 14.3.4.11 to the extent any such transaction constitutes a Disposition, the granting of a Security Interest by any Obligor permitted hereunder;
- 14.3.4.12 the sale of Equity Interests or Indebtedness or other securities of an Unrestricted Subsidiary and Dispositions of investments in Joint Ventures and non-Wholly Owned Subsidiaries to the extent required by or made pursuant to customary buy-sell arrangements between the joint venture partner or similar parties set forth in joint venture arrangements or similar binding arrangements;
- 14.3.4.13 any Disposition of Assets of the Borrower or any Restricted Subsidiary or sale or issuance of Equity Interests of any Restricted Subsidiary, which Assets or Equity Interests so Disposed have an aggregate fair market value (as determined in good faith by the Borrower) not in excess of 5.0% of the value of the Consolidated Total Assets (determined as of the date on which the definitive agreement governing the relevant Disposition is executed) in any fiscal year of the Canadian Borrower; and

- Dispositions of Permitted Securitization Transferred Assets pursuant to any Permitted Receivables Facility, provided that (i) to the extent that such Disposition results in any mandatory repayment, redemption or repurchase by the Canadian Borrower or any Obligor of Other Applicable Indebtedness, the Canadian Borrower shall make a prepayment of the outstanding principal amount of the Loans on a *pro rata* basis (determined on the basis of the aggregate outstanding principal amount of the Loans and Other Applicable Indebtedness at such time; provided that the portion of the net proceeds of any Disposition permitted hereunder (after deduction of out-of-pocket fees and expenses and Taxes, if applicable, to such Disposition) allocated to the Other Applicable Indebtedness shall not exceed the amount of such net proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof;; and (ii) the Canadian Borrower or an Obligor shall receive net proceeds in the form of Cash or Cash Equivalents representing at least 75% of the value of the Permitted Securitization Transferred Assets as consideration for the sale, conveyance or other contribution thereof to the Special Purpose Finance Subsidiary.
- 14.3.4.14
- Lease-Backs: Enter into any arrangements, directly or indirectly, with any Person, whereby it shall sell or transfer any real property, whether now owned or hereafter acquired, used or useful in the business carried on by it, in connection with the rental or lease of the property so sold or transferred or of other property for substantially the same purpose or purposes as the property so sold or transferred, except if (i) such real properties so sold or transferred have an aggregate fair market value (as determined in good faith by the Borrower) not in excess of 7.5% of the value of the Consolidated Total Assets (determined as of the date on which the definitive agreement governing the relevant sale or transfer is executed) in any fiscal year of the Canadian Borrower, and (ii) the proceeds of such sale or transfer are used to repay the principal amount outstanding ~~firstly under Facility E and thereafter~~ under Facility A (subject to any mandatory prepayment requirements under the Term Loan Agreement);
- 14.3.5
- Change in Business: Make any material change in the nature of the business heretofore and presently being carried on by it, namely environmental services and related business;
- 14.3.6
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- Distributions: Declare, make or pay or set aside for payment any dividends upon any of its Equity Interests, or purchase, redeem, retire or otherwise acquire, directly or indirectly, any of its Equity Interests, or make any other Distribution among the holders of its Equity Interests, or to any Affiliates of such holders in the case of management fees, other than (i) payment of Distributions by the Canadian Borrower or a Restricted Subsidiary to an Obligor or by a Restricted Subsidiary who is not an Obligor to another Restricted Subsidiary that is not an Obligor and, in any fiscal year, (ii) payment of Distributions payable solely in the common stock of the Canadian Borrower and the Restricted Subsidiaries, (iii) purchase, redemption or other acquisition of Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests, and (iv) Distributions made on or after the Closing Date up to an aggregate amount not exceeding the greater of (A) C\$60,000,000 and (B) 2.0% of Consolidated Total Assets determined at the time of incurrence or making of such Distribution (calculated on a Pro Forma Basis) plus additional unlimited amounts, provided that immediately after giving effect to any such additional unlimited amounts of Distributions, the ratio of Net Funded Secured Debt to Adjusted EBITDA (calculated on a Pro Forma Basis) as of the last day of the most recently ended fiscal quarter on or prior to the date of determination is less than or equal to 5.00:1.00; provided, however, that no Distributions shall be declared, made or paid at any time where any Default or Event of Default shall have occurred and be continuing or shall exist or would result from such Distributions.
- 14.3.7
- Payment of Subordinated Debt: Pay or set aside for payment any principal or interest on account of Subordinated Debt unless specifically permitted under the provisions of the applicable subordination agreement referred to in the definition herein of Subordinated Debt, but under no circumstances if any Default or Event of Default shall have occurred and is continuing or shall exist or would result from such payment.
- 14.3.8
- Transactions with Affiliates, Etc.: Directly or indirectly (x) purchase, acquire or lease any material property from, (y) sell, transfer or lease any material property to, or (z) permit any of its Subsidiaries to purchase, acquire or lease any material property from, or sell, transfer or lease any material property to, any Affiliate of the Canadian Borrower or any other Person not dealing at Arm's Length with the Canadian Borrower, except for:
- 14.3.9
- 14.3.9.1 such purchases, sales, acquisitions, leases and transfers at prices and on terms not less favourable to the Canadian Borrower or the Restricted Subsidiaries, as the case may be, than those which would have been obtained in an Arm's Length transaction with an Arm's Length party;
 - 14.3.9.2 financial accommodations for employees in connection with housing loan programs, stock option or purchase plans or other similar employee benefit programs; and
 - 14.3.9.3 purchases, sales, acquisitions, leases and transfers between the Obligors.

Subject to the terms of this Agreement, (i) reasonable and customary directors' fees and director and officer expense reimbursements, (ii) director and officer indemnification arrangements entered into in the ordinary course of business consistent with past practices and approved by the compensation committee of the board of directors of the Canadian Borrower and (iii) Distributions permitted under Section 14.3.7 shall not be deemed to be transactions with Affiliates of the Canadian Borrower and, therefore, will not be subject to the provisions of the prior paragraph.

- 14.3.10 Acquisitions: Make, or permit to be made, any acquisition (including by way of amalgamation or merger) of the Assets and business of any Person or acquisitions of any Equity Interests or securities of, or other ownership interests in, any Person which would result in the Canadian Borrower or a Restricted Subsidiary, directly or indirectly, Controlling such Person (an "**Acquisition**"). Notwithstanding the foregoing, the Canadian Borrower or any of its Restricted Subsidiaries may make an Acquisition in a similar business to that permitted hereunder carried on by the Canadian Borrower and its Restricted Subsidiaries, provided that:
- 14.3.10.1 the transaction is at Arm's Length, and does not constitute a hostile takeover;
 - 14.3.10.2 the provisions of Section 14.2 are complied with both before and after the Acquisition;
 - 14.3.10.3 the provisions of Sections 14.1.9 and 14.1.10 are complied with;
 - 14.3.10.4 to the extent the Acquisition is a Material Real Property Acquisition (directly or indirectly), the Administrative Agent shall be satisfied by the environmental due diligence on such real property; and
 - 14.3.10.5 subject to Section 1.15, on the date on which the definitive agreement governing the relevant Acquisition is executed, immediately before and immediately after giving pro forma effect to such Acquisition (including any Indebtedness of the Person or the Assets to be acquired and any incurrence, assumption or repayment of Indebtedness which is reasonably expected to occur in connection with the closing of the Limited Condition Transaction and the use of proceeds thereof), no Default or Event of Default shall have occurred and be continuing and at the time of closing of the relevant Acquisition, no Event of Default pursuant to Section 16.1.1, Section 16.1.2 or Section 16.1.8 has occurred and is continuing or would occur immediately after giving effect to the Acquisition.
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- 14.3.11 Business Outside Certain Jurisdictions: Have its head or registered office outside of a jurisdiction set forth in **Schedule 2.1.23** in respect of each Obligor, and for any Canadian Obligor, have any place of business or keep or store any tangible personal property outside of those jurisdictions (or registration districts within such jurisdictions) set forth in **Schedule 2.1.23**, other than such outside jurisdiction where (i) the book value of the tangible personal property located in such jurisdiction is less than \$1,000,000; or (ii) tangible personal property located in such jurisdiction is either of a mobile nature and not permanently stored in such location or is only located therein on a temporary basis not exceeding 30 days, except upon 30 days' prior written notice thereof to the Administrative Agent and then only if it has done all such acts and things and executed and delivered all such deeds, transfers, assignments and instruments as the Administrative Agent may reasonably require for creating and perfecting a Security Interest for the benefit of the Administrative Agent and the Lenders in the Assets of the Obligors to the satisfaction of the Required Lenders and Lenders' Counsel;
- 14.3.12 Fiscal Year: Change or permit to be changed the fiscal year end of the Canadian Borrower;
- 14.3.13 Change of Control: Permit the US Borrower or any Guarantor to cease being a Wholly Owned, direct or indirect, Subsidiary of the Canadian Borrower save and except that (i) if the Canadian Borrower or any of its Restricted Subsidiaries sells or otherwise Disposes of the Equity Interests of any Guarantor (other than the US Borrower) in a transaction which is permitted under Section 14.3.4 of this Agreement, such Guarantor shall be released as a Guarantor; and (ii) the Canadian Borrower and its Restricted Subsidiaries may permit a Guarantor (other than the US Borrower) or a Restricted Subsidiary to cease being a Wholly Owned Subsidiary pursuant to a Disposition otherwise permitted hereunder provided that the Minimum Guarantor Requirement is met after giving effect to such Disposition;
- 14.3.14 Amendments to Articles and Bylaws: Make or permit to be made any amendment to its articles and bylaws which would be materially adverse to the Lenders;
- 14.3.15 Limitations on Investments and Financial Assistance: Provide, or permit any Restricted Subsidiary to provide, directly or indirectly, any financial assistance, including by way of loans, advances, investments (by the acquisition of Equity Interests or otherwise) or other financial assistance (including Guarantees) (each an "**Investment**") to any Person outside of the normal course of its business, except for the following, provided that such assistance will not have a material impact on the Canadian Borrower's or any Restricted Subsidiary's financial condition and will not result in the occurrence of a Default or Event of Default:
- 14.3.15.1 Investments by an Obligor in another Obligor;
- 14.3.15.2 Investments by Restricted Subsidiaries that are not Obligors in other Restricted Subsidiaries that are not Obligors;
- 14.3.15.3 Investments by Obligors in Restricted Subsidiaries that are not Obligors in an aggregate principal amount at any time outstanding under this Section 14.3.15.3 and when aggregated with Indebtedness of Obligors to Restricted Subsidiaries which are not Obligors in accordance with Section 14.3.1.12 not to exceed an amount equal to 5.0% of Consolidated Total Assets determined at the time of incurrence of such financial assistance (calculated on a Pro Forma Basis);

- 14.3.15.4 Investments in the form of Permitted Acquisitions permitted under Section 14.3.10;
- 14.3.15.5 Investments held by the Canadian Borrower or a Restricted Subsidiary in the form of Cash Equivalents or short-term marketable debt securities or in relation to deposits of cash, Cash Equivalents or securities provided to Governmental Authorities as required under Environmental Laws, in the form of municipal bonds;
- 14.3.15.6 Guarantees permitted under Section 14.3.1;
- 14.3.15.7 Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- 14.3.15.8 Investments in the form of Indebtedness permitted under Section 14.3.1;
- 14.3.15.9 endorsements of negotiable instruments and documents in the ordinary course of business to the extent such endorsement constitutes an Investment hereunder;
- 14.3.15.10 Investments in future, present or former officers, directors, members of management, employees and consultants of the Canadian Borrower (or any direct or indirect parent thereof) or any of the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation, housing and analogous ordinary business purposes or consistent with past practices, (ii) in connection with such Person's purchase of Equity Interests of the Canadian Borrower (or any direct or indirect parent thereof; provided that, to the extent such Investments are made in cash, the amount of such Investments used to acquire such Equity Interests shall be contributed or paid to the Canadian Borrower in cash) or (iii) for any other purpose in an aggregate principal amount outstanding under this Section 14.3.15.10 not to exceed C\$7,500,000 at any time;
- 14.3.15.11 any Investment by the Borrower or another Obligor in a Special Purpose Finance Subsidiary which, in the judgment of the Borrower, is prudent and reasonably necessary in connection with, or otherwise required by the terms of, any Permitted Receivables Facility, provided that the aggregate outstanding amount of such Investment shall not, at any time, exceed an amount, together with the amount of any credit enhancement that may be provided by the Canadian Borrower or an Obligor contemplated by the definition of "Permitted Receivables Facility", equal to 25% of the value of the Permitted Securitization Transferred Assets; and

- other Investments in an aggregate amount, at any time outstanding on a consolidated basis, not to exceed the greater of: (i) C\$175,000,000; and (ii) 6.0% of Consolidated Total Assets, determined at the time of such Investment (calculated on a Pro Forma Basis), provided, in each case, that no Default or Event of Default will occur immediately after giving effect to such Investment and after giving effect to such Investment the Obligors are in compliance with the Minimum Guarantor Requirement and Section 14.3.15.3.
- 14.3.15.12
- 14.3.16 High Yield Notes: At any time when a Default or an Event of Default has occurred or is continuing at the time of such redemption or would occur immediately after giving effect to such redemption, make any redemption of the High Yield Notes prior to the Maturity Date.
- 14.3.17 Amendment of Term Loan: Make any amendment to the provisions of the Term Loan Agreement to provide for additional Subsidiary guarantees, collateral security, financial covenants, affirmative or restrictive covenants or events of default which make the provisions of the Term Loan Agreement more restrictive or more favourable in any material respect to the lenders under the Term Loan Agreement than the corresponding covenant or Event of Default or requirement set forth in this Agreement unless the Canadian Borrower agrees to make comparable amendments to this Agreement and the Loan Documents if so requested by the Lenders.
- 14.3.18 Burdensome Agreements: Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document or the Term Loan Agreement) that limits the ability of (a) any Subsidiary which is not an Obligor to make Distributions to (directly or indirectly) or to make or repay loans or advances to any Obligor or (b) any Obligor to create, incur, assume or suffer to exist Liens on property of such Person for the benefit of the Lenders with respect to any Facility and the Obligations under the Loan Documents; provided that the foregoing clauses (a) and (b) shall not apply to Contractual Obligations that are permitted under the Term Loan Agreement and any Contractual Obligations permitted under the Term Loan Agreement shall also be permitted under this Agreement, notwithstanding if and to the extent that the Term Loan Agreement shall have been terminated in accordance with its terms.
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14.4 Insurance

14.4.1

Insurance: In addition to any and all requirements in any Security Documents, each Obligor shall effect and maintain, at its expense, insurance on its Assets of an insurable nature for the full replacement cost thereof against loss or damage by fire, theft, flood, explosion, sprinklers, collision and such other risks (including loss of profit) as are customarily insured against by Persons engaged in businesses similar to that of such Obligor in similar locations with such companies, in such amounts and under policies in such form as shall be satisfactory to the Administrative Agent, and such other insurance as the Administrative Agent may require. Evidence satisfactory to the Administrative Agent of such insurance and all renewals and replacements thereof shall be delivered to the Administrative Agent forthwith on request, together with evidence of payment of all premiums therefor. Each insurance policy shall contain an endorsement, in form and substance acceptable to the Administrative Agent, showing loss under such insurance policy payable to the Administrative Agent, in each case for the benefit of the Lenders. Such endorsement, or an independent instrument furnished to the Administrative Agent, shall contain a standard mortgage clause, shall provide that the insurance company shall endeavour (without liability for failure to do so) to give the Administrative Agent at least thirty (30) days written notice before any such policy of insurance is cancelled or coverage thereunder is reduced and that no act, whether wilful or negligent, or default of any Obligor or any other Person shall affect the right of the Administrative Agent or any Lender to recover under such policy of insurance in case of loss or damage. Each Obligor hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to the Administrative Agent and the Lenders; provided, however that prior to the occurrence of an Event of Default, payments by the insurer of any claim in excess of C\$250,000 shall be made to the joint order of the Administrative Agent and the relevant Obligor and payments of any other claim may be made alone to the relevant Obligor, as the case may be. Each Obligor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as its true and lawful attorney and mandatary for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Obligor on any cheque, draft, instrument or other item of payment for the proceeds of such policies of insurance and making all determinations and decisions with respect to such policies of insurance.

14.4.2

Public Liability: Each Obligor shall effect and maintain, at its expense, such public liability and third party property damage insurance as is customary for Persons engaged in businesses similar to that of such Obligor with such companies and in such amounts, with such deductibles and under policies in the form as shall be satisfactory to the Administrative Agent. Evidence of such insurance and all renewals and replacements thereof shall be delivered to the Administrative Agent on request, together with evidence of payment of all premiums therefor. Each such policy shall provide that the insurance company shall endeavour (without liability for failure to do so) to give the Administrative Agent at least thirty (30) days written notice before any such policy shall be altered or cancelled.

- 14.4.3** Failure to insure: Should any Obligor at any time or times hereafter fail to obtain or maintain any of the policies of insurance required above or in any of the Security Documents, or to pay any premium in whole or in part relating thereto, then the Administrative Agent, without waiving or releasing any obligation or default by such Obligor hereunder, may (but shall be under no obligation to) obtain and maintain such policies of insurance and pay such premiums and take such other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with any such actions, including, without limitation, court costs, expenses, other charges relating thereto and reasonable attorneys' fees, shall be payable on demand by such Obligor to the Administrative Agent, for its own account and, until paid, shall bear interest at the Canadian Rate if owing in CDollars or the US Base Rate, if owing in USDollars.
- 14.4.4** Notice of loss: Each Obligor shall promptly give notice to the Administrative Agent of any loss or damage by fire, theft, flood, explosion, sprinklers, collision or otherwise to its assets where the assets affected by such loss or damage are worth more than C\$5,000,000.
- 14.4.5** Application of Insurance Proceeds: So long as no Event of Default shall have occurred and be continuing, (a) each Obligor shall be entitled to make, settle and adjust claims under its policies of insurance and (b) the Administrative Agent agrees that if it receives proceeds of insurance with respect to any damage or loss of Assets it will, at the request of such Obligor, deposit such proceeds to the account of the Canadian Borrower and to be dealt with in accordance with the provisions of this Agreement. Upon the occurrence of an Event of Default and for so long as it is continuing, (a) all proceeds of insurance with respect to any damage to or loss of Collateral shall be paid to the Administrative Agent, to be applied as the Required Lenders may, in their sole discretion, decide, (b) each Obligor shall cooperate with the Administrative Agent in the making, settlement and adjustment of claims and (c) any proceeds of insurance received by any Obligor shall be held by it for the benefit and as mandatory of and in trust for the Administrative Agent and shall be forthwith paid over to the Administrative Agent.

ARTICLE 15

SECURITY DOCUMENTS

15.1 Security Documents

In the event that the Canadian Borrower or any Restricted Subsidiary of the Canadian Borrower provides a Lien against any of its Assets as security for obligations of the Canadian Borrower under the Term Loan Agreement or in accordance with the provisions of the Term Loan Agreement, such Obligor concurrently shall provide an equivalent Lien, ranking *pari passu* with the Lien in favour of the Term Loan Lenders or their Affiliates, for the benefit of the Secured Parties.

15.2 Applicability of Security Documents

Each of the Security Documents existing or entered into on the date of this Agreement is hereby amended to the extent necessary to (i) provide that each Security Document is entered into for the benefit of the Secured Parties and that the Obligor has entered into the Security Document with or in favour of Bank of Montreal as agent for and on behalf of itself and the Secured Parties, and (ii) exclude from the Collateral (as defined in the applicable Security Document) the Excluded Assets. In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of any Security Document, the provisions of this Agreement shall govern. The Canadian Borrower and each of the Guarantors hereby confirms that each of the Guarantees and the Security Documents continues in full force and effect, as amended by this Section 15.2, for the payment and performance when due of all Obligations. Each of the Security Documents is a "Credit Support Document" for purposes of each Permitted Hedging Agreement (other than Permitted Hedging Agreements with lenders that are lenders under the Term Loan Agreement and not Lenders hereunder or Lenders under the Original Credit Agreement) and is security for all of the Obligations, whether now existing or hereafter arising, and the validity of the Guarantees and Security Documents shall not be affected by any termination of this Agreement, any Bank Product or any Permitted Hedging Agreement but shall continue until all Obligations have been fully satisfied and this Agreement, all Loan Documents, all Bank Products provided by Lenders and all Permitted Hedging Agreements have been terminated unless otherwise agreed by the Lenders and Hedge Providers which are parties thereto.

15.3 Security on Material Real Property

15.3.1 Security Documents registered, filed and recorded against Material Real Property shall, unless otherwise agreed by the Administrative Agent, secure an amount of C\$2,000,000,000 provided that Security Documents registered, filed and recorded against Material Real Property which has a net book value of less than C\$150,000,000 and were registered prior to the date hereof need not be amended to increase the stated amount of the mortgage from that amount recorded as secured as of the date recorded.

15.3.2 In the case of any Material Real Property, in addition to the Security Documents relating to such Material Real Property, the Canadian Borrower shall provide to the Administrative Agent:

15.3.2.1 evidence that counterparts of the relevant Security Documents have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may deem reasonably necessary or desirable in order to create a valid and perfected Lien on such Material Real Property in favor of the Administrative Agent for the benefit of the Secured Parties and that all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

- 15.3.2.2 fully paid American Land Title Association Lender's Extended Coverage title insurance policies or the equivalent or other form available in each applicable jurisdiction (the "**Mortgage Policies**") in form and substance, with customary endorsements available in the applicable jurisdiction and in amount, reasonably acceptable to the Administrative Agent (not to exceed the value (as determined in good faith by the Canadian Borrower) of the real properties covered thereby), issued, coinsured and reinsured by title insurers reasonably acceptable to the Administrative Agent, insuring the Security Documents to be valid subsisting Liens on the real property described therein in the ranking or the priority of which it is expressed to have within the Security Documents, subject only to Permitted Liens, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents) and such coinsurance and direct access reinsurance as the Administrative Agent may reasonably request and is available in the applicable jurisdiction at ordinary rates;
- 15.3.2.3 to the extent reasonably requested by the Administrative Agent, customary legal opinions from local counsel for the Obligors in provinces or states in which such Material Real Property is located, with respect to, without limitation, the enforceability and perfection of the Security Documents and any related fixture filings;
- 15.3.2.4 as promptly as practicable after the reasonable request therefor by the Administrative Agent, surveys and any then completed Phase I type environmental assessment reports; provided that the Administrative Agent may in its reasonable discretion accept any such existing survey to the extent prepared as of a date reasonably satisfactory to the Administrative Agent; provided, however, that there shall be no obligation to deliver to the Administrative Agent any environmental site assessment report whose disclosure to the Administrative Agent would require the consent of a Person other than the Canadian Borrower or one of its Subsidiaries, where, despite the commercially reasonable efforts of the Canadian Borrower to obtain such consent, such consent cannot be obtained;
- 15.3.2.5 "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determinations with respect to each parcel of improved Material Real Property located in the United States and subject to a Security Document (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the applicable Obligor), and in the event that any parcel of improved Material Real Property located in the United States that is subject to a Security Document is located in a flood hazard area, evidence of flood insurance in an amount as required by Applicable Law and reasonably satisfactory to the Administrative Agent; and
- 15.3.2.6 such other evidence that all other actions that the Administrative Agent may reasonably deem necessary or desirable in order to create valid and subsisting Liens on the real property described in the Security Documents have been taken.
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ARTICLE 16
DEFAULT AND REMEDIES

16.1 Events of Default

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- 16.1.1 Default in Payment of Principal of Loan: The Canadian Borrower or the US Borrower shall fail to make any payment of principal on the Loan when due, whether due by acceleration or otherwise; or
- 16.1.2 Other Payment Defaults: The Canadian Borrower or the US Borrower shall fail to make any payment of interest, fees or other payment (other than a payment referred to in Section 16.1.1) due under this Agreement or any Obligor fails to make any payment due under any Loan Document, in each case within three (3) days of its due date, whether due by acceleration or otherwise; or
- 16.1.3 Inaccurate Representations or Information: Any representation, warranty, statement or certificate made or delivered to any Lender or to the Administrative Agent in writing or any representation or warranty deemed pursuant to Section 2.2 or Section 13.2 to have been made to the Administrative Agent or any Lender or any financial statement delivered to the Administrative Agent or any Lender by any Obligor or any of its officers in, or in connection with, this Agreement is incorrect in any material respect or misleading in any material respect; or
- 16.1.4 Default in Certain Covenants: The Obligors shall fail to perform, observe or comply with any of the covenants contained in Sections 14.1.6, 14.1.9, ~~14.1.3~~ 14.1.13, 14.2 or 14.3 other than 14.3.4, 14.3.12 and 14.3.14; or
- 16.1.5 Default in Other Terms and Conditions: Any Obligor shall fail to perform, observe or comply with any term, covenant or agreement contained in this Agreement or any other Loan Document on its part to be performed, observed or complied with and not specifically dealt with in this Section 16.1 and such failure shall remain unremedied for a period of thirty (30) days following notice thereof by the Administrative Agent to the relevant Obligor; or
- 16.1.6 Judgment: There is entered against any one or more the Obligors (i) one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding US\$50,000,000 (to the extent not covered by independent third-party insurance satisfactory to the Administrative Agent, as to which such insurer has been notified of the potential claim and does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 10 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

16.1.7 Cross-Default to Indebtedness: The Obligors or the Restricted Subsidiaries shall fail to pay any of their respective (i) Indebtedness (other than that referred to in Sections 14.3.1.4, 14.3.1.5, 14.3.1.13, 16.1.1 and 16.1.2) or any interest or premium thereon, when due (whether at scheduled maturity or by required prepayment, acceleration, demand or otherwise) the outstanding principal amount of which individually or in the aggregate at any time exceeds US\$100,000,000 or the Equivalent Amount in another currency or (ii) Indebtedness under the Term Loan Agreement and in either case of (i) or (ii) such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; or any other default or event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness, the outstanding principal amount of which individually or in the aggregate at any time exceeds US\$100,000,000 or the Equivalent Amount in any other currency, shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

16.1.8 Insolvency; Bankruptcy; Etc.: The Canadian Borrower or any Restricted Subsidiary shall not pay its debts generally as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors; or any proceeding shall be commenced or instituted by or against the Canadian Borrower or any Restricted Subsidiary seeking to adjudicate it bankrupt or insolvent, or seeking winding-up, reorganization, arrangement, adjustment, dissolution, protection, relief, liquidation or composition of such Person or its debt (including a notice of intention or a proposal under any Debtor Relief Law) under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, sequestrator or other similar official for any such Person or for any substantial or material part of its property or seeking the suspension of the operations of any such Person and, in the case of any such proceeding instituted against the Canadian Borrower or any Restricted Subsidiary, as applicable, and in respect of which the relevant Person has not by any act indicated its consent to, approval of, or acquiescence in, such proceeding shall remain undismissed for a period of thirty (30) days; or any such Person shall take corporate action to authorize any of the actions set forth above in this Section 16.1.8; or

- 16.1.9 Security Documents: Any Security Interest created or intended to be created by any Security Document shall cease to be a valid and enforceable perfected Security Interest thereof for a period of more than three (3) Banking Days following knowledge thereof by the relevant Obligor or notice thereof by the Administrative Agent to the relevant Obligor; or
- 16.1.10 Exercise of Remedies by Other Creditors: Any creditor or other holder of any Security Interests on all or any part of the Assets of any of the Obligors, other than the Administrative Agent and the Lenders, shall take any action or proceedings, or shall authorize or instruct any other person on its behalf to take any action or proceedings, to commence any enforcement or realisation under, or exercise or pursue any rights, recourses or remedies under, any agreement or other instrument creating a Security Interest on any of such Assets, unless in each case such action, proceedings, enforcement or exercise of rights, recourses and remedies is dismissed or withdrawn within forty five (45) days of its commencement or unless the validity thereof is being contested diligently and in good faith by or on behalf of the relevant Obligor by proper legal proceedings, and provided any action has not proceeded to final non-appealable judgment and any other enforcement or exercise of rights or remedies has not proceeded to a stage where the Assets of the relevant Obligor may be sold or the rights of the Administrative Agent and the Lenders in such Assets impaired or reduced in value; or
- 16.1.11 Seizure, Etc.: If a seizure or attachment is made of, or enforcement made against, any undertaking or other Assets of any Obligor (other than in respect of a Security Interest contemplated in Section 16.1.10) which Assets in the aggregate have a net book value in excess of US\$50,000,000, provided that such seizure, enforcement or taking of possession or control continues in effect and remains undischarged for a period of twenty (20) days or unless the validity thereof is being contested diligently and in good faith by or on behalf of the relevant Obligor; or
- 16.1.12 Material Adverse Effect: There is or occurs any event or circumstance which is a Material Adverse Effect or is likely to have a Material Adverse Effect; or
- 16.1.13 Ceasing to Carry on Business: If the Canadian Borrower or any of its Restricted Subsidiaries cease or threaten to cease to carry on in the ordinary course their business or a substantial part thereof, except as a result of a reorganization permitted by the Lenders or as permitted in Section 14.3.3; or
- 16.1.14 Change of Control: If a Change of Control of the Canadian Borrower occurs; or
- 16.1.15 ERISA. If (i) an ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or would reasonably be expected to result in liability of the Canadian Borrower or any Guarantor in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect or (ii) with respect to a Foreign Plan, a termination, withdrawal or noncompliance with Applicable Laws or plan terms that would reasonably be expected to result in a Material Adverse Effect.

16.2 Effect of a Default

Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent shall at the request, or may with the consent, of the Required Lenders, by notice to the Obligors (i) declare the Total Commitment and the obligation of each of the Lenders to make Advances to the Canadian Borrower or the US Borrower to be terminated, whereupon the same shall forthwith terminate, and/or (ii) declare the Loan, all interest accrued and unpaid thereon and all other amounts payable by the Obligors under or pursuant to this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loan, all such accrued interest and all such other amounts shall become and be forthwith immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Obligors. Thereupon the Obligors shall immediately pay to the Administrative Agent all such amounts due and payable. In addition to the foregoing, if an Event of Default pursuant to Section 16.1.8 shall occur, the Total Commitment and the obligation of each Lender to make Advances shall automatically be terminated and the Loan, all interest accrued and unpaid thereon and all other amounts payable by the Obligors under or pursuant to this Agreement and the other Loan Documents shall automatically be and become immediately due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Obligors, and thereupon the Obligors shall immediately pay to the Administrative Agent all such amounts due and payable. For greater certainty, the Obligors will be considered to be in default of their obligations hereunder by the mere lapse of time provided for performing such obligations, without any requirement of further notice or other act of the Administrative Agent or the Lenders unless a notice is specifically required hereunder. If an Event of Default shall have occurred and be continuing, the Lenders and/or the Administrative Agent on behalf of itself and the Lenders shall at the request of, or may with the consent of, the Required Lenders immediately exercise all rights and remedies they may have under this Agreement and the other Loan Documents and by law, all without any additional notice, presentment, demand, protest, notice of dishonour, entering into possession of any of the property or other Assets, or any other action, of all of which are expressly waived by the Obligors.

16.3 Remedies Cumulative; No Waiver

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lenders and the Administrative Agent under this Agreement and the other Loan Documents are cumulative and are in addition to, not in substitution for, any rights or remedies provided by law; no failure on the part of the Lenders or the Administrative Agent to exercise, and no delay in exercising, any right or remedy hereunder or thereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lenders or the Administrative Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained prejudice or preclude any other or further exercise thereof or the exercise of any other right or remedy for the same or any other default or breach and shall not waive, alter, affect or prejudice any other right or remedy.

16.4 Clean Up Period

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, during the period commencing on the closing date of any Permitted Acquisition or investment and ending on the date 30 days thereafter (the “Clean Up Period”) (a) any breach or default of any representation or warranty under ARTICLE 2 or any other Loan Document or a covenant under this Agreement or any other Loan Document or (b) any Event of Default, will be deemed not to be a breach of representation or warranty or covenant or an Event of Default (as the case may be) if (i) it would have been (if it were not for this Section 16.4) a breach or default of any representation or warranty or covenant or an Event of Default only by reason of circumstances relating exclusively to the target, the target group or the property and assets of another Person or assets constituting a business unit, line of business or division of such Person in connection with such Permitted Acquisition or investment (or any obligation to procure or ensure in relation to such target, target group or the property and assets or business unit, line of business or division); (ii) it is capable of remedy and reasonable steps are being taken to remedy it; (iii) the circumstances giving rise to it have not been procured by or approved by the Canadian Borrower; and (iv) it would not reasonably be expected to have a Material Adverse Effect. If the relevant circumstances are continuing on or after the date immediately following the end of the Clean Up Period, there shall be a breach of representation or warranty, breach of covenant or Event of Default, as the case may be, notwithstanding the above (and without prejudice to the rights and remedies of the Lenders as set forth in Section 16.2 hereof).

ARTICLE 17 JUDGMENT CURRENCY

17.1 Judgment Currency

17.1.1 If for any purpose, including the obtaining of judgment in any court, it is necessary to convert a sum due hereunder from the currency in which it is payable (the “**Payment Currency**”) into another currency (the “**Judgment Currency**”), the parties hereto agree, to the fullest extent that they may lawfully and effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Payment Currency with the Judgment Currency in the New York foreign exchange market on the Business Day preceding the date of final judgment or other determination.

17.1.2 The obligation of the Obligors in respect of any sum due from any of them to the Lenders or the Administrative Agent hereunder shall, notwithstanding any judgment or payment in a currency other than the Payment Currency, be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum so paid or adjudged to be so due in the Judgment Currency the Administrative Agent may in accordance with normal banking procedures, purchase the Payment Currency with the amount of the Judgment Currency so paid or adjudged to be due; if the amount in the Payment Currency so purchased is less than the sum originally due to the Lenders and the Administrative Agent in the Payment Currency, the Obligors agree, as a separate obligation and additional cause of action and notwithstanding any such payment or judgment, to indemnify the Lenders and the Administrative Agent against such loss and if the amount in the Payment Currency so purchased exceeds the sum originally due to the Lenders and the Administrative Agent in the Payment Currency, the Lenders and the Administrative Agent agree to remit to the Obligors such excess.

- 17.1.3 The term “rate of exchange” in this Section 17.1 means the spot rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Payment Currency with the Judgment Currency and includes any premium and costs of exchange payable in connection with the purchase.

ARTICLE 18 YIELD PROTECTION

18.1 Increased Costs

18.1.1 Increased Costs Generally. If any Change in Law shall:

- 18.1.1.1 impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;
- 18.1.1.2 subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 18.2 and the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or
- 18.1.1.3 impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Canadian Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

18.1.2 Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements or liquidity has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or the Letters of Credit issued or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Canadian Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

18.1.3 Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph 18.1.1 or 18.1.2 of this ARTICLE 18, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Canadian Borrower shall be conclusive absent manifest error. The Canadian Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

18.1.4 Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this ARTICLE 18 shall not constitute a waiver of such Lender's right to demand such compensation, except that the Canadian Borrower shall not be required to compensate a Lender pursuant to this ARTICLE 18 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Canadian Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.

18.2 Taxes

18.2.1 Payments Subject to Taxes. If any Obligor, the Administrative Agent, or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of an Obligor hereunder or under any other Loan Document, then (i) the sum payable shall be increased by that Obligor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this ARTICLE 18) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Obligor shall make any such deductions required to be made by it under Applicable Law and (iii) the Obligor shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

18.2.2 Payment of Other Taxes by the Canadian Borrower. Without limiting the provisions of paragraph 18.2.1 above, the Canadian Borrower and the US Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

18.2.3 Indemnification by the Canadian Borrower. The Canadian Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this ARTICLE 18) paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability containing reasonable details as to the calculation thereof delivered to the Canadian Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

18.2.4 Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by an Obligor to a Governmental Authority, the Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

18.2.5 Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Canadian Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall, at the request of the Canadian Borrower, deliver to the Canadian Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Canadian Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Lender, if requested by the Canadian Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Canadian Borrower or the Administrative Agent as will enable the Canadian Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements, and (b) any Lender that ceases to be, or to be deemed to be, resident in Canada for purposes of Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto shall within five days thereof notify the Canadian Borrower and the Administrative Agent in writing.

18.2.6 Treatment of Certain Refunds and Tax Reductions. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Canadian Borrower or with respect to which an Obligor has paid additional amounts pursuant to this ARTICLE 18 or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Canadian Borrower or Obligor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Canadian Borrower or Obligor under this ARTICLE 18 with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Canadian Borrower or Obligor as applicable, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Canadian Borrower or Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Canadian Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

18.3 Mitigation Obligations: Replacement of Lenders

18.3.1 Designation of a Different Lending Office. If any Lender requests compensation under Section 18.1, or requires the Canadian Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 18.2, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 18.1 or 18.2, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Canadian Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

- 18.3.2 Replacement of Lenders. If any Lender requests compensation under Section 18.1, if the Canadian Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 18.2, or if any Lender's obligations are suspended pursuant to Section 18.4, then the Canadian Borrower may, at its sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent, or if any Lender defaults in its obligation to fund Loans hereunder, then the Canadian Borrower may, at its sole expense and effort, upon 10 days' notice to the Administrative Agent (and without prior notice to such Lender), require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, ARTICLE 23), all of its interests, rights and obligations under this Agreement and the related other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:
- 18.3.2.1 the Borrower pays the Administrative Agent the assignment fee specified in Section 23.2.7;
 - 18.3.2.2 the assigning Lender receives payment of an amount equal to the outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment to a Lender) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
 - 18.3.2.3 in the case of any such assignment resulting from a claim for compensation under Section 18.1 or payments required to be made pursuant to Section 18.2, such assignment will result in a reduction in such compensation or payments thereafter; and
 - 18.3.2.4 such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Canadian Borrower to require such assignment and delegation cease to apply.

18.4 Illegality

If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Applicable Lending Office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to participate in, issue or maintain any Letter of Credit (or to maintain its obligation to participate in or to issue any Letter of Credit), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if conversion would avoid the activity that is unlawful, convert any Loans, or take any necessary steps with respect to any Letter of Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

18.5 — Inability to Determine Rates (Bankers' Acceptances):

If the Required Lenders determine that for any reason a market for Bankers' Acceptances does not exist at any time or the Lenders cannot for other reasons, after reasonable efforts, readily sell Bankers' Acceptances or perform their other obligations under this Agreement with respect to Bankers' Acceptances, the Administrative Agent will promptly so notify the Canadian Borrower and each Lender. Thereafter, the Canadian Borrower's right to request the acceptance of Bankers' Acceptances shall be and remain suspended until the Required Lenders determine and the Administrative Agent notifies the Canadian Borrower and each Lender that the condition causing such determination no longer exists. Upon receipt of such notice, the Canadian Borrower may revoke any pending request for a borrowing, conversion or continuation of Bankers' Acceptances or, failing that, will be deemed to have converted such request into a request for a borrowing of Canadian Rate Loans in the amount specified therein.

18.6 — Benchmark Replacement Setting (CDOR Discontinuation)

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Permitted Hedging Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 18.6):

- 18.6.1 — Replacing CDOR On May 16, 2022 Refinitiv Benchmark Services (UK) Limited ("RBSL"), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the "CDOR Cessation Date"), if the then-current Benchmark is CDOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.

- ~~18.6.2 — Replacing Future Benchmarks Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Canadian Rate Loan.~~
- ~~18.6.3 — Benchmark Replacement Conforming Changes In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.~~
- ~~18.6.4 — Notices; Standards for Decisions and Determinations The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, and (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) by delivering a BA Cessation Notice pursuant to Section 18.6.7, its intention to terminate the obligation of the Lenders to make or maintain Bankers' Acceptances or BA Equivalent Advances. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.~~
- ~~18.6.5 — Unavailability of Tenor of Benchmark At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.~~

~~18.6.6 — Secondary Term CORRA Conversion Notwithstanding anything to the contrary herein or in any Loan Document and subject to the proviso below in this Section 18.6.6, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in such definition will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; and (ii) each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, on the last day of the then-current interest payment period, into a Loan bearing interest at the Benchmark Replacement described in such definition having a tenor approximately the same length as the interest payment period applicable to such Loan immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Administrative Agent; *provided that*, this Section 18.6.6 shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term CORRA Notice, and so long as the Administrative Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from Lenders comprising the Required Lenders or the Borrower.~~

~~18.6.7 — Bankers' Acceptances and BA Equivalent Advances The Administrative Agent shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "**BA Cessation Effective Date**"), terminate the obligation of the Lenders to make or maintain Bankers' Acceptances or BA Equivalent Advances, as applicable, provided that the Administrative Agent shall give notice to the Borrower and the Lenders at least thirty (30) Business Days prior to the BA Cessation Effective Date ("**BA Cessation Notice**"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date, so long as the Administrative Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the BA Cessation Notice, written notice of objection to the termination of the obligation to make or maintain Bankers' Acceptances or BA Equivalent Advances from Lenders comprising the Required Lenders, (i) any Notice of Conversion or Notice of Rollover that requests the conversion of any Loan to, or rollover of any Loans as, a Bankers' Acceptance or BA Equivalent Advance shall be ineffective, and (ii) if any Notice of Borrowing requests a Bankers' Acceptance or BA Equivalent Advance such Loan shall be made as a CORRA Loan of the same tenor. For the avoidance of doubt, any outstanding Bankers' Acceptances or BA Equivalent Advances shall remain in effect following the CDOR Cessation Date until such Bankers' Acceptances or BA Equivalent Advances stated maturity.~~

18.6.8 — For purposes of this Section 18.6, the following definitions shall apply:

18.6.8.1 — ~~“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.~~

18.6.8.2 — ~~“Benchmark” means, initially, CDOR; provided that if a replacement of the Benchmark has occurred pursuant to Section 18.6, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.~~

18.6.8.3 — ~~“Benchmark Replacement” means, for any Available Tenor:~~

(i) — ~~For purposes of Section 18.6.1, the first alternative set forth below that can be determined by the Administrative Agent:~~

(A) — ~~the sum of: (I) Term CORRA and (II) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration, or~~

(B) — ~~the sum of: (I) Daily Compounded CORRA and (II) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration; and~~

(ii) — ~~For purposes of Section 18.6.2, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;~~

~~provided that, if the Benchmark Replacement as determined pursuant to clause (i) or (ii) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.~~

18.6.8.4 —“**Benchmark Replacement Conforming Changes**” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day”, the definition of “Discount Rate”, the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters, including with respect to the obligation of ~~the Administrative Agent and the Lenders~~ to create, maintain or issue Bankers' Acceptances or BA Equivalent Advances) that the Administrative Agent reasonably determines may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or Bankers’ Acceptances.

18.6.8.5 —“**Benchmark Transition Event**” means, with respect to any then-current Benchmark other than CDOR, ~~the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.~~

- 18.6.8.6 — “**CORRA**” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).
- 18.6.8.7 — “**Daily Compounded CORRA**” means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a **Benchmark Transition Event** with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.
- 18.6.8.8 — “**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to CDOR.
- 18.6.8.9 — “**Relevant Governmental Body**” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.
- 18.6.8.10 — “**Term CORRA**” means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Administrative Agent in its reasonable discretion in a manner substantially consistent with market practice.
- 18.6.8.11 — “**Term CORRA Notice**” means the notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Transition Event.
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~~18.6.8.12 — “Term CORRA Transition Date” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrower, for the replacement of the then-current Benchmark with the Benchmark Replacement described in clause (i)(A) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.~~

~~18.6.8.13 — “Term CORRA Transition Event” means the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 18.6.1.~~

18.5 ~~18.7~~Inability to Determine Rates (SOFR).

Subject to Section ~~18.8~~18.6, if, on or prior to the first day of any Interest Period for any SOFR Loan:

18.5.1 ~~18.7.1~~the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Term SOFR” cannot be determined pursuant to the definition thereof for reasons other than a US\$ Benchmark Transition Event; or

18.5.2 ~~18.7.2~~the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Advance, and the Required Lenders have provided notice of such determination to the Administrative Agent,

18.5.3 ~~18.7.3~~then the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make or continue SOFR Loans shall be suspended (to the extent of the affected SOFR Loans and, in the case of a SOFR Loan, the affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans and, in the case of a SOFR Loans, the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to Base Rate Loans in the amount specified therein, and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans immediately or, in the case of a SOFR Loans, at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay any additional amounts required herein.

18.6 ~~18.8~~ Effect of US\$ Benchmark Transition Event

Notwithstanding anything to the contrary herein or in any other Loan Document (and any interest rate swap agreement shall be deemed not to be a “Loan Document” for the purposes of this Section ~~18.8~~18.6):

18.6.1 ~~18.8.1~~ US\$ Benchmark Replacement. If a US\$ Benchmark Transition Event and its related US\$ Benchmark Replacement Date have occurred prior any setting of the then-current US\$ Benchmark, then (x) if a US\$ Benchmark Replacement is determined in accordance with clause (a) of the definition of “US\$ Benchmark Replacement” for such US\$ Benchmark Replacement Date, such US\$ Benchmark Replacement will replace such US\$ Benchmark for all purposes hereunder and under any Loan Document in respect of such US\$ Benchmark setting and subsequent US\$ Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a US\$ Benchmark Replacement is determined in accordance with clause (b) of the definition of “US\$ Benchmark Replacement” for such US\$ Benchmark Replacement Date, such US\$ Benchmark Replacement will replace such US\$ Benchmark for all purposes hereunder and under any Loan Document in respect of any US\$ Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such US\$ Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such US\$ Benchmark Replacement from Lenders comprising the Required Lenders.

18.6.2 ~~18.8.2~~ US\$ Benchmark Replacement Conforming Change. In connection with the use, administration, adoption or implementation of a US\$ Benchmark Replacement, the Administrative Agent will have the right to make US\$ Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such US\$ Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any US\$ Conforming Changes in connection with the use or administration of a US\$ Benchmark Replacement.

18.6.3

~~18.8.3~~ Notice; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any US\$ Benchmark Replacement and (ii) the effectiveness of any US\$ Conforming Changes in connection with the use, administration, adoption or implementation of a US\$ Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a US\$ Benchmark pursuant to Section ~~18.8~~ 18.6 and the commencement of any US\$ Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section ~~18.8~~ 18.6, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section ~~18.8~~ 18.6.

18.6.4

~~18.8.4~~ Unavailability of Tenor of US\$ Benchmark. At any time (including in connection with the implementation of a US\$ Benchmark Replacement), (i) if the then-current US\$ Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such US\$ Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such US\$ Benchmark has provided a public statement or publication of information announcing that any tenor for such US\$ Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any US\$ Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a US \$ Benchmark (including a US\$ Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a US\$ Benchmark, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all US\$ Benchmark settings at or after such time to reinstate such previously removed tenor.

18.6.5

~~18.8.5~~ US\$ Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a US\$ Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Loan of, conversion to or continuation of SOFR Loans to be made, converted or continued during any US\$ Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to Base Rate Advances.

18.7 Inability to Determine Rates (Term CORRA or Daily Compounded CORRA).18.7.1

Subject to Section 18.8, if, on or prior to the first day of any Interest Period for any Term CORRA Loan or Daily Compounded CORRA Loan:

18.7.1.1

the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” or “Adjusted Daily Compounded CORRA” cannot be determined pursuant to the definition thereof, for reasons other than a C\$ Benchmark Transition Event; or

18.7.1.2 the Required Lenders determine that for any reason in connection with any request for a Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, or a conversion thereto or a continuation thereof that Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent;

then the Administrative Agent will promptly so notify the Borrower and each Lender.

18.7.2 Upon delivery of such notice by the Administrative Agent to the Borrower under this Section 18.7, any obligation of the Lenders to make or continue Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, and any right of the Borrower to continue Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or to convert Loans to Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be suspended (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods) until the Administrative Agent (with respect to Section 18.7.1.2, at the instruction of the Required Lenders) revokes such notice.

18.7.3 Upon receipt of such notice by the Administrative Agent to the Borrower under this Section 18.7, (i)(x) the Borrower may revoke any pending request for a Loan of, conversion to or continuation of Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods); (y) in respect of any pending request for a Term CORRA Loan, the Borrower may elect to convert any such request into a request for a Daily Compounded CORRA Loan; or (z) failing such revocation or election, the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to Canadian Rate Loans, in the amount specified therein; and (ii)(x) in respect of any outstanding Term CORRA Loans, the Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable interest Period, into Daily Compounded CORRA Loans, and (y) otherwise, or failing such election, any outstanding affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Canadian Rate Loans. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 12.10.

18.8 C\$ Benchmark Replacement Setting.

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Permitted Hedging Agreement shall be deemed not to be a “Loan Document” for purposes of this Section 18.8):

18.8.1 C\$ Benchmark Replacement. If a C\$ Benchmark Transition Event and its related C\$ Benchmark Replacement Date have occurred prior any setting of the then-current C\$ Benchmark, then (x) if a C\$ Benchmark Replacement is determined in accordance with clause (a) of the definition of “C\$ Benchmark Replacement” for such C\$ Benchmark Replacement Date, such C\$ Benchmark Replacement will replace such C\$ Benchmark for all purposes hereunder and under any Loan Document in respect of such C\$ Benchmark setting and subsequent C\$ Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a C\$ Benchmark Replacement is determined in accordance with clause (b) of the definition of “C\$ Benchmark Replacement” for such C\$ Benchmark Replacement Date, such C\$ Benchmark Replacement will replace such C\$ Benchmark for all purposes hereunder and under any Loan Document in respect of any C\$ Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Banking Day after the date notice of such C\$ Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such C\$ Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

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

18.8.3 Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any C\$ Benchmark Replacement and (ii) the effectiveness of any C\$ Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a C\$ Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a C\$ Benchmark pursuant to this Section 18.8 and (y) the commencement of any C\$ Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 18.8 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 18.8.

18.8.4

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

18.8.5

C\$ Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a C\$ Benchmark Unavailability Period, the Borrower may revoke any pending request for a Loan of, conversion to or continuation of Loans, which are of the type that have a rate of interest determined by reference to the then-current C\$ Benchmark, to be made, converted or continued during any C\$ Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Loan of or conversion to Daily Compounded CORRA Loans (if the C\$ Benchmark Unavailability Period is in respect of Adjusted Term CORRA) and, otherwise, Canadian Rate Loans.

ARTICLE 19
RIGHT OF SETOFF

19.1 Right of Setoff

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Obligor against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Loan Document and although such obligations of the Obligor may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each the Lenders and their respective Affiliates under this ARTICLE 19 are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this ARTICLE 19, it shall share the benefit received in accordance with ARTICLE 19 as if the benefit had been received by the Lender of which it is an Affiliate.

19.2 Sharing of Payments by Lenders

If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Loans and accrued interest thereon or other obligations hereunder greater than its *pro rata* share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

- 19.2.1 if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest,
- 19.2.2 the provisions of this Section 19.2 shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in disbursements under Letters of Credit to any assignee or participant, other than to any Obligor or any Affiliate of an Obligor (as to which the provisions of this Section 19.2 shall apply); and

19.2.3 the provisions of this Section 19.2 shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrower to such Lender that do not arise under or in connection with the Loan Documents, (x) any payment made in respect of an obligation that is secured by a Permitted Lien or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents, (y) any reduction arising from an amount owing to an Obligor upon the termination of derivatives entered into between the Obligor and such Lender, or (z) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.

The Obligors consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

ARTICLE 20 ADMINISTRATIVE AGENT'S CLAWBACK

20.1 Funding by Lenders; Presumption by Administrative Agent.

Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any advance of funds that such Lender will not make available to the Administrative Agent such Lender's share of such advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with the provisions of this Agreement concerning funding by Lenders and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable advance available to the Administrative Agent, then the applicable Lender shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such advance. If the Lender does not do so forthwith, the Borrower shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that has failed to make such payment to the Administrative Agent.

20.2 Payments by Borrower; Presumptions by Administrative Agent.

Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute the amount due to the Lenders. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation.

ARTICLE 21
AGENCY

21.1 Appointment and Authority.

Each of the Lenders and the Issuing Bank hereby irrevocably appoints BMO as the Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, the Administrative Agent shall have the authority (a) to enter into any joinder agreement on behalf of the Lenders and on its own behalf entered into pursuant to Section 14.1.9 by a Person who has become a Subsidiary of the Canadian Borrower for the purpose of becoming a Guarantor under this Agreement, and (b) to enter into any joinder agreement to the Intercreditor Agreement on behalf of the Lenders and on its own behalf. The provisions of this ARTICLE 21 are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and no Obligor shall have rights as a third party beneficiary of any of such provisions.

21.2 Rights as a Lender.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Obligor or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

21.3 Exculpatory Provisions

21.3.1 The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

21.3.1.1 shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

21.3.1.2 shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents), but the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law; and

21.3.1.3 shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Canadian Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity.

21.3.2 The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Loan Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing the Default is given to the Administrative Agent by the Canadian Borrower or a Lender.

21.3.3 Except as otherwise expressly specified in this Agreement, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

21.4 Reliance by Administrative Agent

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

21.5 Indemnification of Administrative Agent

Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), rateably according to its Applicable Percentage (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loan Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.

21.6 Delegation of Duties

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent from among the Lenders (including the Person serving as Administrative Agent) and their respective Affiliates. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

21.7 Replacement of Administrative Agent

21.7.1

The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Canadian Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, to appoint a successor acceptable to the Borrowers acting reasonably, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto, Ontario or Montréal, Québec, or an Affiliate of any such Lender with an office in Toronto or Montréal. The Administrative Agent may also be removed at any time by the Required Lenders upon 30 days' notice to the Administrative Agent and the Canadian Borrower as long as the Required Lenders, in consultation with the Canadian Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto or Montréal, or an Affiliate of any such Lender with an office in Toronto or Montréal.

21.7.2 If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications specified in Section 21.7.1, provided that if the Administrative Agent shall notify the Canadian Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in the preceding paragraph.

21.7.3 Upon a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in the preceding paragraph). The fees payable by the Canadian Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Canadian Borrower and such successor. After the termination of the service of the former Administrative Agent, the provisions of this ARTICLE 21 and of ARTICLE 22 shall continue in effect for the benefit of such former Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as Administrative Agent.

21.8 Non-Reliance on Administrative Agent and Other Lenders

Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

21.9 Collective Action of the Lenders

Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

21.10 No Other Duties. Etc.

Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers or holders of similar titles, if any, specified in this Agreement shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

ARTICLE 22 EXPENSES, INDEMNITY, DAMAGE WAIVER

22.1 Costs and Expenses

The Canadian Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Bank, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this ARTICLE 22, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

22.2 Indemnification by the Canadian Borrower

The Canadian Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Obligor arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Obligor, or any Environmental Claims or liability under Environmental Laws related in any way to any Obligor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by an Obligor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by the Canadian Borrower or any other Obligor against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Obligor has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Sections 18.1, 18.2 and 22.1.

22.3 Reimbursement by Lenders

To the extent that the Canadian Borrower for any reason fails to indefeasibly pay any amount required under Section 22.1 or 22.2 to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Issuing Bank or such Related Party, as the case may be, such Lender’s Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or Issuing Bank in connection with such capacity. The obligations of the Lenders under this Section 22.3 are subject to the other provisions of this Agreement concerning several liability of the Lenders.

22.4 Waiver of Consequential Damages, Etc.

To the fullest extent permitted by Applicable Law, the Obligors shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

22.5 Payments

All amounts due under this ARTICLE 22 shall be payable promptly after demand therefor. A certificate of the Administrative Agent or a Lender setting forth the amount or amounts owing to the Administrative Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this ARTICLE 22, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Canadian Borrower shall be conclusive absent manifest error.

ARTICLE 23

SUCCESSORS AND ASSIGNS, RELATED PARTY LENDERS

23.1 Successors and Assigns Generally

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 23.2, (ii) by way of participation in accordance with the provisions of Section 23.4, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 23.6 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 23.4 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

23.2 Assignments by Lenders

Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that:

- 23.2.1 except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loan of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than C\$5,000,000, in the case of any assignment in respect of a revolving facility, or C\$1,000,000, in the case of any assignment in respect of a term facility, unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower otherwise consent to a lower amount (each such consent not to be unreasonably withheld or delayed);

- 23.2.2 each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this Section 23.2.2 shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate credits on a non-pro rata basis;
- 23.2.3 any assignment of a Commitment relating to a facility under which Letters of Credit may be issued must be approved by any Issuing Bank (such approval not to be unreasonably withheld or delayed) unless the Person that is the proposed assignee is itself already a Lender with a Commitment under that credit;
- 23.2.4 any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) unless:
- 23.2.4.1 in the case of an assignment of a Commitment relating to a revolving credit, the proposed assignee is itself already a Lender with the same type of Commitment,
 - 23.2.4.2 no Event of Default has occurred and is continuing, and the assignment is of a Commitment relating to a non-revolving credit that is fully advanced, or
 - 23.2.4.3 the proposed assignee is a bank or other financial institution whose senior, unsecured, non-credit enhanced, long term debt is rated at least A3, A- or A low by at least two of Moody's Investor Services Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Dominion Bond Rating Service Limited, respectively;
- 23.2.5 any assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed) unless (i) the proposed assignee is itself already a Lender with the same type of Commitment or the proposed assignee is an Affiliate of a Lender or an Approved Fund with respect to a Lender or (ii) a Default has occurred and is continuing;
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23.2.6 after giving effect to any assignment, the Commitment of and the aggregate principal amount of Loans held by Affiliated Lenders and Affiliated Debt Funds shall not exceed the Affiliated Lender Cap; provided that each of the parties hereto agrees and acknowledges that the Administrative Agent shall not be liable for any losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred or suffered by any Person in connection with any compliance or non-compliance with this Section 23.2.6 or any purported assignment exceeding the Affiliated Lender Cap; and

23.2.7 the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in an amount equal to C\$5,000 and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and each Assignment and Assumption shall include a representation by the assignee that it is an Eligible Assignee.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 23.3, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and the other Loan Documents, including any collateral security, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of ARTICLE 18 and ARTICLE 22, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 23.4. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

23.3 Register

The Administrative Agent shall maintain at one of its offices in Toronto, Ontario or Montréal, Québec a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

23.4 Participations

Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent sell participations to any Person (other than a natural person, an Obligor or any Affiliate of an Obligor) (each, a “**Participant**”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

Subject to Section 23.5, the Borrower agrees that each Participant shall be entitled to the benefits of ARTICLE 18 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 23.2. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 19.1 as though it were a Lender, provided such Participant agrees to be subject to Section 19.2 as though it were a Lender.

23.5 Limitations upon Participant Rights

A Participant shall not be entitled to receive any greater payment under Sections 18.1 and 18.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower’s prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 18.2 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 18.2.5 as though it were a Lender.

23.6 Certain Pledges

Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank, but no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

23.7 Related Party Lenders and Former Lenders

23.7.1 The Facility A Commitment, Facility C Commitment, ~~Facility D Commitment~~, and Facility ~~E~~D Commitment of the Affiliated Lenders and Affiliated Debt Funds in the aggregate at any time shall not be more than 25% of the Facility A Total Commitment, Facility C Total Commitment, and Facility D ~~Total Commitment and Facility E~~ Total Commitment, respectively (the “**Affiliated Lender Cap**”).

23.7.2 Notwithstanding anything in the definition of “Required Lenders” or Section 21.9 or Section 24.3 to the contrary, for purposes of determining whether the Required Lenders have (A) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Obligor therefrom, or any plan of arrangement or any reorganization pursuant to Debtor Relief Laws, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, no Affiliated Lender, Affiliated Debt Fund or Former Lender shall have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action and all Loans held by such Affiliated Lenders, Affiliated Debt Funds or Former Lenders respectively shall be deemed to have been voted in the same proportion as the allocation of voting by Lenders that are not Affiliated Lenders, Affiliated Debt Funds or Former Lenders, respectively for all purposes of calculating whether the Required Lenders have taken any actions; each Affiliated Debt Fund hereby acknowledges, agrees and consents that if, for any reason, its vote to accept or reject any plan pursuant to any Debtor Relief Laws is not deemed to have been so voted, then such vote will be (x) deemed not to be in good faith and (y) “designated” pursuant to Section 1126(e) of the United States Bankruptcy Code (or similar provision in any other Debtor Relief Laws) such that the vote is not counted in determining whether the applicable class has accepted or rejected such plan in accordance with Section 1126(c) of the United States Bankruptcy Code (or any such similar provision).

23.7.3 Affiliated Lenders, Affiliated Debt Funds and any Person who is a direct or indirect holder of an Equity Interest in the Canadian Borrower shall not be entitled to attend any meeting of the Lenders which are called solely for the Administrative Agent and the Lenders or to receive any information provided solely to the Administrative Agent and the Lenders except with the consent of the Required Lenders given in accordance with Section 23.7.2.

23.7.4 Each Affiliated Lender and Affiliated Debt Fund which is a Lender hereunder agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against the Administrative Agent or any Lender with respect to (A) any consent (or failure to consent) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Obligor therefrom, or (B) any plan of arrangement or any reorganization pursuant to Debtor Relief Laws, or (C) any other action on any matter related to any Loan Document or direction requiring the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document.

ARTICLE 24
MISCELLANEOUS

24.1 Deliveries, Etc.

As between the Obligors, on the one hand, and the Administrative Agent and the Lenders, on the other hand:

- 24.1.1 all statements, certificates, consents and other documents which the Administrative Agent purports to deliver to the Obligors or any of them on behalf of the Lenders shall be binding on each of the Lenders, and no Obligor shall be required to ascertain or confirm the authority of the Administrative Agent in delivering such documents;
- 24.1.2 all certificates, statements, notices and other documents which are delivered by the Obligors or any of them to the Administrative Agent in accordance with this Agreement shall be deemed to have been duly delivered to each of the Lenders; and
- 24.1.3 all payments which are delivered by the Obligors or any of them to the Administrative Agent in accordance with this Agreement shall be deemed to have been duly delivered to each of the Lenders.

24.2 Amendments to Article 21

The Administrative Agent and the Lenders may amend any provision in ARTICLE 21 without prior notice to or the consent of any Obligor, and the Administrative Agent shall provide a copy of any such amendment to the Obligors reasonably promptly thereafter; provided, however if any such amendment expressly requires the consent of an Obligor or would adversely affect any rights, entitlements, obligations or liabilities of the Obligors (other than in a *de minimus* manner), such amendment shall not be effective until the Obligors provide their written consent thereto, such consent not to be unreasonably withheld or arbitrarily delayed.

24.3 Decision-Making

- 24.3.1 Subject to Section ~~18.8~~18.6, neither this Agreement nor any other Loan Documents, other than the Permitted Hedging Agreements, nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing, signed by the Required Lenders or the Administrative Agent on their behalf; provided that no such change, waiver, discharge or termination shall, without the consent of each Lender:
 - 24.3.1.1 reduce any interest or other rate or of the amount of any fees;
 - 24.3.1.2 modify the currency of any payment;
 - 24.3.1.3 increase the amount of the Facility A Commitment, the Facility C Commitment, ~~Facility D Commitment~~ or the Facility ~~E~~D Commitment, other than in accordance with Section 3.10, or make any change to such Section 3.10;

- 24.3.1.4 modify the currency of the Facility A Commitment, the Facility C Commitment, ~~the Facility D Commitment~~ or the Facility ~~E~~D Commitment;
- 24.3.1.5 change the Maturity Date;
- 24.3.1.6 change any provision of this Agreement relating to the Security Documents or of any Security Document which would have the effect of reducing the scope of the charge of any Security Document, changing the priority of the security created thereby or the order of entitlement thereof or, subject to Section 24.3.2, release any property charged thereby or release or discharge any Guarantor from its obligations under its Guarantee unless, after giving effect to such release or discharge, the Minimum Guarantor Requirement would be satisfied;
- 24.3.1.7 change the definition of Required Lenders;
- 24.3.1.8 change Section 12.5;
- 24.3.1.9 change this Section 24.3.1; or
- 24.3.1.10 reduce or compromise the Obligations;

provided that any change contemplated by Section 24.3.1.1, 24.3.1.2, 24.3.1.3, 24.3.1.4 or 24.3.1.5 which affects (i) only the Facility A Credit shall require the approval only of those Lenders having a Facility A Commitment, (ii) only the Facility C Credit shall require the approval only of those Lenders having a Facility C Commitment, and (iii) only the Facility D Credit shall require the approval only of those Lenders having a Facility D Commitment; ~~and (iv) only the Facility E Credit shall require the approval only of those Lenders having a Facility E Commitment.~~

- 24.3.2 Non-Consenting Lenders: In the event that in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as contemplated by Section 24.3.1, the consent of Lenders having at least 90% of the Total Commitment, the Facility A Total Commitment, the Facility C Total Commitment, or the Facility D ~~Total Commitment or the Facility E~~ Total Commitment, as applicable, shall have been obtained but the consent of one or more of such other Lenders (each a “**Non-Consenting Lender**”) whose consent is required shall not have been obtained; then, with respect to each Non-Consenting Lender (the “**Terminated Lender**”) the Canadian Borrower may, by giving written notice to the Agent and any Terminated Lender of its election to do so, elect to cause such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign and delegate, and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, ARTICLE 23), to all of its interests, rights and obligations under this Agreement and the related other Loan Documents in full to one or more Eligible Assignees (each a “**Replacement Lender**”) in accordance with the provisions of this Agreement; provided that:
- 24.3.2.1 the Canadian Borrower pays the Administrative Agent the assignment fee specified in Section 23.2.7;
 - 24.3.2.2 on the date of such assignment, the Terminated Lender receives payment of an amount (the “**Terminated Lender Payout Amount**”) equal to the outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment to a Lender) from the Replacement Lender (to the extent of such outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest and accrued fees) or the Canadian Borrower (in the case of all other amounts);
 - 24.3.2.3 on the date of such assignment, the Canadian Borrower shall pay any amounts payable to such Terminated Lender in respect to any costs pursuant to Section 12.10.3 or otherwise owed as a consequence of such repayment or otherwise as if it were a prepayment;
 - 24.3.2.4 each Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender; and
 - 24.3.2.5 such assignment does not conflict with Applicable Law;

provided further that the Canadian Borrower may not make such election with respect to any Terminated Lender that is also the Issuing Bank unless, prior to the effectiveness of such election, the Canadian Borrower shall cause each outstanding Letter of Credit issued by the Issuing Bank to be cancelled or cash collateralized or otherwise supported in a manner satisfactory to the Issuing Bank. Upon the payment of the Terminated Lender Payment Amount owing to any Terminated Lender and the assignment or termination of such Terminated Lender’s Commitment under the relevant Credit or Credits, such Terminated Lender shall no longer constitute a “Lender” with respect to such Credit for purposes hereof; provided, any rights of such Terminated Lender to indemnification hereunder shall survive as to such Terminated Lender. Should there not be Replacement Lenders available to take an assignment of the outstanding Advances and the Commitment of the Non-Consenting Lender, the Canadian Borrower shall be entitled to make payment of the Terminated Lender Payout Amount in full to the Non-Consenting Lender and terminate its Commitment under the relevant Credit or Credits from proceeds derived exclusively from the issuance of Equity Interests of the Canadian Borrower.

24.3.3 Partial Release: The Administrative Agent may from time to time without notice to or the consent of the Lenders execute and deliver partial releases of the Security Documents from time to time in respect of (i) any item of Collateral to the extent its disposal is expressly permitted in this Agreement or in respect of Collateral having an aggregate value (as disclosed to the Administrative Agent in writing by the Obligor which is the owner thereof) of less than C\$5,000,000 in any fiscal year of the Canadian Borrower or (ii) any Guarantor to the extent the release or discharge of such Guarantor from its obligations under its Guarantee and any Security Documents delivered by it if it ceases to be a Restricted Subsidiary as a result of a transaction permitted by this Agreement (including as a result of a Guarantor (other than the Borrowers) being designated an Unrestricted Subsidiary).

24.3.4 Approval by Required Lenders: Except for the matters described in Sections 24.3.1 and 24.3.2 and subject to any other provision of this Agreement which specifically requires the consent of each Lender for a matter, any action to be taken or decision to be made by the Lenders pursuant to this Agreement (specifically including for greater certainty the issuance of a demand for payment of the Obligations or the provision of any waiver in respect of a breach of any covenant) shall be effective if approved by Required Lenders pursuant to ARTICLE 21; and any such decision or action shall be final and binding upon all the Lenders.

24.3.5 Matters Affecting only One Facility: Notwithstanding the provisions of Section 24.3.4, matters which relate to or affect only the Facility A Credit, only the Facility C Credit, ~~only the Facility D Credit~~ or only the Facility ~~E~~ D Credit shall be approved solely by the Lenders with Commitments under such credit.

24.4 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate, affect or impair the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable any such provision in any other jurisdiction.

24.5 Direct Obligation

Notwithstanding any other provision hereof, the Borrower shall be obligated directly towards each of the Lenders in respect of its Facility A Participation, its Facility C Participation, ~~its Facility D Participation~~, and its Facility ~~E~~ D Participation, as well as any other amounts which may be payable by the Obligors to such Lender pursuant to or in connection with this Agreement, any other Loan Document or any Borrowings. The obligations of each of the Lenders are independent from one another, are not joint and several, and may not be increased, reduced, extinguished or otherwise affected due to the default of another Lender pursuant hereto. Any default of any party hereto in the performance of its obligations shall not release any of the other parties hereto from the performance of any of their respective obligations.

24.6 Sharing of Information

Each Obligor agree that the Administrative Agent and the Lenders may share (i) amongst themselves and their respective Affiliates which any of them may possess concerning any Obligor in respect of its undertakings, obligations or indebtedness towards any Lender pursuant to this Agreement, the other Loan Documents or otherwise, as well as any payment received from any Obligor by any Lender and (ii) amongst themselves and any lenders under the Term Loan Agreement any information relating to the Loan Documents, the Term Loan Agreement and any “Loan Documents” as such term is defined therein and any amendments, waivers, consents, defaults or events of default thereunder. Without limiting the generality of the foregoing, the Administrative Agent may disclose to any Lender and any Obligor any information contained in any notices, consents, certificates, documents or other instruments or writings delivered to it under or pursuant to this Agreement or any other Loan Document. In addition, the Administrative Agent and the Lenders may disclose such information to any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Canadian Borrower or any other Obligor and the Obligations, or any insurance or reinsurance company that is providing or potentially providing a Lender with insurance in respect of such Lender’s interest in the Credit.

24.7 Use of Credit

Each Borrower acknowledges that any loan and financial assistance hereby provided is for the exclusive use of the Borrowers and the other Obligors and can only be used for their legitimate business purposes.

24.8 Term of Agreement

This Agreement shall continue in full force and effect until both the Total Commitment of the Lenders have terminated and all indebtedness and liability of the Obligors under or pursuant to this Agreement and the other Loan Documents have been indefeasibly paid and satisfied in full.

24.9 Further Assurances

The Obligors agree to do, execute, acknowledge, deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, opinions and assurances as may be reasonably requested by the Administrative Agent or any Lender from time to time during the term hereof for the purpose of effecting the transactions contemplated hereby and by the Loan Documents.

24.10 Notices Generally

24.10.1 Except in the case of notices and other communications expressly permitted to be given by telephone (and except as-provided in Section 24.11 below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or e-mail to the addresses (including e-mail addresses) or telecopier numbers specified elsewhere in this Agreement or, if to a Lender, to it at its address (including e-mail address) or telecopier number specified in the Register or, if to an Obligor other than the Canadian Borrower, in care of the Canadian Borrower.

24.10.2 Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in Section 24.11 below, shall be effective as provided in said Section 24.11.

24.11 Electronic Communications

24.11.1 Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender of Loans to be made or Letters of Credit to be issued if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Canadian Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

24.11.2 Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

24.12 Change of Address, Etc.

Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

24.13 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province Ontario and the laws of Canada applicable therein.

24.14 Submission to Jurisdiction

Each Obligor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

24.15 Waiver of Venue

Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 24.14. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

24.16 Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24.17 Counterparts, Integration, Effectiveness

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in the conditions precedent Section(s) of this Agreement, this Agreement shall become effective when it has been executed by the Administrative Agent and when the Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

24.18 Electronic Execution of Assignments

The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act of the Uniform Applicable Law Conference of Canada* or its *Uniform Electronic Evidence Act*, as the case may be.

24.19 Confidentiality

24.19.1 Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates’ respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 24.19, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 24.19 or (y) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than an Obligor.

24.19.2 For purposes of this Section 24.19, “**Information**” means all information received in connection with this Agreement from any Obligor relating to any Obligor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section 24.19 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.

24.19.3 In addition, and notwithstanding anything herein to the contrary, the Administrative Agent may provide the information described on **Schedule 24.19.3** concerning the Borrowers and the credit facilities established herein to Loan Pricing Corporation and/or other recognized trade publishers of information for general circulation in the loan market.

24.20 Quebec English Language Clause

The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any Applicable Law) and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement (sauf si une autre langue est requise en vertu d'une Applicable Law).*

24.21 Appointment of Hypothecary Representative for Quebec Security

For the purposes of holding any security granted under the laws of the Province of Quebec which may now or in the future be provided by any Obligor, the Administrative Agent is hereby irrevocably appointed and designated by each of the Lenders to act as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for all present and future Secured Parties (in such capacity, the "Hypothecary Representative") and to exercise such rights and duties as are conferred upon the Hypothecary Representative under the relevant deed of hypothec and Applicable Laws (with the power to delegate any such rights or duties). The execution prior to the Closing Date by the Administrative Agent in its capacity as the Hypothecary Representative of any deed of hypothec or other security documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. Any Person who becomes a Secured Party or successor Administrative Agent shall be deemed to have consented to and ratified the foregoing appointment of the Administrative Agent as the Hypothecary Representative on behalf of all Secured Parties, including such Person and any Affiliate of such Person designated above as a Lender. For greater certainty, the Administrative Agent, acting as the Hypothecary Representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Administrative Agent in this Agreement, which shall apply *mutatis mutandis*. In the event of the resignation of the Administrative Agent (which shall include its resignation as the Hypothecary Representative) and appointment of a successor Administrative Agent, such successor Administrative Agent shall also act as the Hypothecary Representative, as contemplated above.

24.22 Confirmation of Security

Each of the Obligor hereby agrees to comply with all of its Obligations under the Original Credit Agreement as hereby amended and restated and, as applicable, confirms that the Guarantees given by it (and/or its predecessor corporations, as applicable) to the Administrative Agent and all Security Documents and other applicable Loan Documents given by it (and/or its predecessor corporations, as applicable) as security for its Obligations, remain in full force and effect in accordance with their respective terms and continue to support all of the Borrowers' indebtedness and liabilities, present and future, to the Administrative Agent and the Lenders subject to the terms thereof. For greater certainty, subject to the terms thereof, each Obligor that has previously executed and delivered a Security Document hereby acknowledges and confirms that each such Security Document secures the Obligations of such Obligor under and in connection with this Agreement and all other relevant Loan Documents.

24.23 Whole Agreement and Paramountcy

This Agreement, the other Loan Documents (including the Fee Letter) and any amendment or supplement thereto entered into in writing between the parties hereto constitute the whole agreement between such parties in respect of the Credit and, unless otherwise agreed in writing, as and from the date of this Agreement, cancels, supersedes and replaces any other prior agreements, undertakings, declarations and representations, written or oral, in respect thereto. Without limiting the generality of the foregoing, any obligation which a Lender had under any other term sheet or any credit offer to make its Facility A Commitment, its Facility C Commitment, its Facility D Commitment, ~~its Facility E Commitment~~ or any other financial assistance thereunder available is hereby cancelled and replaced as of the date of this Agreement by such Lender's Commitment under this Agreement.

24.24 No Advisory or Fiduciary Duty

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrowers acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrowers and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (B) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (C) each of the Borrowers is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent is and has been, and each Lender is and has been, acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for either Borrower or any of its Affiliates, or any other Person and (B) neither the Administrative Agent nor any Lender has any obligation to the Borrowers or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their respective Affiliates, and neither the Administrative Agent nor any Lender has any obligation to disclose any of such interests to the Borrowers or any of their respective Affiliates. To the fullest extent permitted by law, the Borrowers hereby waive and release any claims that it may have against the Administrative Agent or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

24.25 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

- Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:
- 24.25.1 the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
 - 24.25.1.2 the effects of any Bail-In Action on any such liability, including, if applicable:
 - 24.25.1.2.1 a reduction in full or in part or cancellation of any such liability;
 - 24.25.1.2.2 a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - 24.25.1.2.3 the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any the applicable Resolution Authority.

The provisions of the other Loan Documents are subject to the terms of this Agreement. To the extent any provision of the other Loan Agreements is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

24.26 PATRIOT Act Notice.

Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Obligor, which information includes the name and address of each Obligor and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Obligor in accordance with the PATRIOT Act. The Borrowers shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGES AND SCHEDULES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Address:

100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

GFL ENVIRONMENTAL INC.
as Canadian Borrower

By: _____
Patrick Dovigi
President and Chief Executive Officer

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

1877984 ONTARIO INC.
GFL INFRASTRUCTURE GROUP INC.
2191660 ONTARIO INC.
MID CANADA ENVIRONMENTAL SERVICES LTD.
GFL MARITIMES INC.
OPTIMUM ENVIRONMENTAL CORP.
URBAN POLYMERS INC.
GFL ENVIRONMENTAL INC. 2020
1248544 ONTARIO LTD.
2481638 ONTARIO INC.
2779572 ONTARIO INC.
2779573 ONTARIO INC.
2779574 ONTARIO INC.
2289587 ALBERTA ULC
ACCUWORX INC.
SMITHRITE EQUIPMENT PAINTING & REPAIR LTD.
each as Guarantor

By: _____
Patrick Dovigi
President

I have the authority to bind each of the above-listed corporations.

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

GFL ENVIRONMENTAL HOLDINGS (US), INC.
GFL HOLDCO (US), LLC
GFL ENVIRONMENTAL REAL PROPERTY, INC.
GFL ENVIRONMENTAL RECYCLING SERVICES LLC
BALDWIN PONTIAC LLC
GFL NORTH MICHIGAN LANDFILL, LLC
GFL ENVIRONMENTAL SERVICES USA, INC.
GFL EARTH SERVICES, INC.
WRANGLER SUPER HOLDCO CORP.

Signature Page to GFL Seventh Amended and Restated Credit Agreement

WRANGLER HOLDCO CORP.
WRANGLER INTERMEDIATE LLC
WRANGLER BUYER LLC
WRANGLER FINANCE CORP.
WASTE INDUSTRIES USA, LLC
ALPINE HOLDINGS, INC.
ALPINE DISPOSAL, INC.
FIVE PART DEVELOPMENT, LLC
MOUNTAIN STATES PACKAGING, LLC
BLACK CREEK RENEWABLE ENERGY, LLC
ETC OF GEORGIA, LLC
HAW RIVER LANDCO, LLC
L&L DISPOSAL, LLC
LAKEWAY LANDCO, LLC
LAKEWAY SANITATION & RECYCLING C&D, LLC
LAKEWAY SANITATION & RECYCLING MSW, LLC
LAURENS COUNTY LANDFILL, LLC
PONDEROSA LANDCO, LLC
RED ROCK DISPOSAL, LLC
SAFEGUARD LANDFILL MANAGEMENT, LLC
SAMPSON COUNTY DISPOSAL, LLC
SOUTHEASTERN DISPOSAL, LLC
TRANSWASTE SERVICES, LLC
WASTE INDUSTRIES RENEWABLE ENERGY, LLC
WAKE COUNTY DISPOSAL, LLC
WAKE RECLAMATION, LLC
WASTE INDUSTRIES ATLANTA, LLC
WASTE INDUSTRIES OF DELAWARE, LLC
WASTE INDUSTRIES OF MARYLAND, LLC
WASTE INDUSTRIES OF PENNSYLVANIA, LLC
WASTE INDUSTRIES OF TENNESSEE, LLC
WASTE INDUSTRIES, LLC
WASTE SERVICES OF DECATUR, LLC
WI BURNT POPLAR TRANSFER, LLC
WI HIGH POINT LANDFILL, LLC
WI SHILOH LANDFILL, LLC
WI TAYLOR COUNTY DISPOSAL, LLC
WILMINGTON LANDCO, LLC
BESTWAY RECYCLING, INC.
SOIL SAFE, INC.
SOIL SAFE OF CALIFORNIA, INC.
CWV HOLDCO, INC.
COUNTY WASTE, LLC
COUNTY WASTE OF PENNSYLVANIA, LLC
COUNTY WASTE SOUTHWEST VIRGINIA, LLC
COUNTY WASTE FREDERICKSBURG, LLC

Signature Page to GFL Seventh Amended and Restated Credit Agreement

**J&E RECYCLING, LLC
COUNTY RECYCLING, LLC
EARL HOLDINGS, LLC
MEAD HOLDINGS, LLC
COUNTY WASTE OF VIRGINIA, LLC
WEXFORD COUNTY LANDFILL, LLC
WEXFORD WATER TECHNOLOGIES, LLC
AMERICAN WASTE, INC.
AMERICAN WASTE TRANSFER STATION, LLC
HAZAR-BESTOS CORPORATION
NORTHERN A-1 INDUSTRIAL SERVICES, L.L.C.
EMA DEVELOPMENT, LLC
NORTHEASTERN ENVIRONMENTAL, LLC
SWD SPECIALTIES, LLC
NORTHEASTERN EXPLORATION, INC.
GFL SLIM JIM 2, LLC
GFL SLIM JIM 3, LLC
GFL SLIM JIM 4, LLC
GFL SLIM JIM 5, L.P., BY ITS GENERAL PARTNER
2779573 ONTARIO INC.**
each as Guarantor

By: _____
Patrick Dovigi
President

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

GFL ENVIRONMENTAL USA INC.
as US Borrower and Guarantor

Attention: Chief Executive Officer

Telecopier: 416-673-9380

By: _____
Patrick Dovigi
President

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

TOTTENHAM AIRFIELD CORPORATION INC.
MOUNT ALBERT PIT INC.
each as Guarantor

Attention: Chief Executive Officer

Telecopier: 416-673-9380

By: _____

John Bailey

President and Secretary

I have the authority to bind each of the above-listed corporations.

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

NORTH ANDREWS EMPLOYMENT PARK, LLC
SOUTH ANDREWS EMPLOYMENT PARK, LLC
each as Guarantor

Attention: Chief Executive Officer

By: _____
Patrick Dovigi
Manager

Telecopier: 416-673-9380

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Bank of Montreal
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

BANK OF MONTREAL
as Administrative Agent

Attention:
Manager Administrative Agent
Bank Services

By: _____
Name:
Title:

Telecopier: 416-598-6218

Signature Page to GFL Seventh Amended and Restated Credit Agreement

BMO Capital Markets
First Canadian Place
100 King Street W, 5th Floor
Toronto ON M5X 1A1

BANK OF MONTREAL
as a Lender, Swingline Lender, and Issuing Bank

Attention: Sean Gallaway, Corporate Banking

By: _____

Email: sean.gallaway@bmo.com

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

**BANK OF MONTREAL, CHICAGO
BRANCH, as Lender**

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

The Bank of Nova Scotia
Scotia Plaza
40 King Street West, 64th Floor
Toronto, Ontario, M5H 3Y2

Attention: Vik Sidhu, Director Consumer, Industrial and Retail,
Canada Corporate Banking

Telecopier: 416-866-2010

THE BANK OF NOVA SCOTIA
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

National Bank of Canada
The Exchange Tower
130 King Street West
Suite 3200
Toronto, ON M5X 1J9

Attention: Corporate Banking (Gil Herritt)

Telecopier: 416-869-6545 with a copy to 416-864-7878

NATIONAL BANK OF CANADA
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Canadian Imperial Bank of Commerce
161 Bay Street, 8th Floor
Toronto, Ontario
M5J 2S8

CANADIAN IMPERIAL BANK OF COMMERCE
as a Lender

Attention: Stephen Redding

Telecopier: 416-956-3810

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

The Toronto-Dominion Bank
66 Wellington Street
Toronto, Ontario
M5K 1A2

Attention: Sanup Gupta

Telecopier: 416-308-4481

THE TORONTO-DOMINION BANK
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

JPMorgan Chase Bank, N.A., Toronto Branch
66 Wellington Street West, Suite 4500
Toronto, ON
M5K 1E7

Attention: Jeffrey S. Coleman

Telecopier: 416-981-9278

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Barclays Bank PLC
745 Seventh Avenue, 8th Floor
New York, NY
10019

BARCLAYS BANK PLC
as a Lender

Attention: Philip Naber

Telecopier: 212-526-7375

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

RBC Capital Markets
200 Bay Street, 4th Floor, South Tower
Toronto, ON M5J 2W7

Attention: Chris Cowan

Telecopier: 416-842-5320

ROYAL BANK OF CANADA
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

Goldman Sachs Lending Partners LLC
200 West St, 7th Floor
New York, NY 10282

Attention: Ryan Durkin

Telecopier: 1-917-977-4075

Email: ryan.durkin@gs.com

GOLDMAN SACHS LENDING PARTNERS LLC
as a Lender

By: _____

Name:

Title:

Name:

Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

ATB Financial
West Tower, Eighth Avenue Place
600, 585 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Amish Patel

Telecopier: 1-403-974-5191
Email: amishpatel@atb.com

ATB FINANCIAL
as a Lender

By: _____
Name:
Title:

Name:
Title:

Signature Page to GFL Seventh Amended and Restated Credit Agreement

SCHEDULE 3.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 3.2
NOTICE OF BORROWING
FACILITY A CREDIT

TO: BANK OF MONTREAL, as Administrative Agent

Administrative Agent Bank Services

250 Yonge Street, 11th Floor

Toronto, Ontario M5B 2L7

Attention: Manager, Administrative Agent Bank Services

Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned Canadian Borrower hereby requests a Borrowing under the Facility A Credit under the Credit Agreement, in the aggregate amount of C\$ _____ and/or of US\$ _____ to be made on _____, _____, consisting of:

(a) C\$ _____ by way of Canadian Rate Advances;

~~(b) C\$ _____ by way of Acceptances and we hereby select the Bankers' Acceptances or BA Equivalent Advances shall mature on _____;~~

(b) C\$ _____ by way of Daily Compounded CORRA Advance with an Interest Period of [one] [three] month[s];

(c) C\$ _____ by way of Term CORRA Advance with an Interest Period of [one] [three] month[s];

-S1-

(~~e~~d) US\$_____ by way of US Base Rate Advances; and

(~~e~~d) US\$_____ by way of SOFR Advances and we hereby select an initial Interest Period of _____[one]
[three] [six] month[s] in respect of each SOFR Loan Portion;

2. confirm that the Lenders are to make the Borrowing available in accordance with Article 3 (except Section 3.9) of the Credit Agreement.

3. confirm that the Group, immediately after giving effect to the Facility A Advance referred to herein, will be in compliance with any applicable trust indenture governing High Yield Notes and the Term Loan Agreement.

4. confirm that as at the end of its most recently completed fiscal quarter, the Canadian Borrower was in compliance with the Financial Covenants in Section 14.2.1 of the Credit Agreement.

5. confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____

Authorized Signing Officer

-S2-

SCHEDULE 3.8 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 3.8
NOTICE OF CONVERSION
FACILITY A CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Attention: Manager, Administrative Agent Bank Services
Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned Canadian Borrower hereby requests a Conversion Advance under the Facility A Credit under the Credit Agreement to be made on _____, _____, the aggregate Conversion Advances to be as follows:

Converted Advance

(state details of part of Loan to be converted)

USDollars/CDollars__

Outstanding as:_____

Conversion Advance

(a) Canadian Rate Advances in CDollars;

(b) ~~Bankers' Acceptances~~ Daily Compounded CORRA Advance in CDollars and we hereby select ~~the Bankers' Acceptances or BA Equivalent Advances shall mature on~~ _____, _____ an Interest Period of [one] [three] month[s]

(insert Canadian Rate Advances, US Base Rate Advances, ~~[LIBO Rate Advances,]~~¹~~SOFR~~Daily Compounded CORRA Advances, ~~Bankers' Acceptances or BA Equivalent~~ Term CORRA Advances or SOFR Advances)

(c) Term CORRA Advance in CDollars and we hereby select

2. confirm that the Lenders are to make the Conversion Advance in an Interest Period of [one] [three] month[s] accordance with the Credit Agreement.

~~(e)~~(d) US Base Rate Advances in USDollars;

We hereby confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing,~~(de)~~ (de) SOFR Advances in USDollars and we hereby select an that all representations and warranties set out in the Credit Agreementinitial Interest Period of ~~_____ months~~ [one] [three] [six] and the other Loan Documents are true and correct. month[s] in respect of each SOFR Loan Portion;

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____
Authorized Signing Officer

¹ ~~All LIBO Rate Advances must be converted at the end of their current Interest Period in accordance with the first amending agreement dated as of May 27, 2022~~

SCHEDULE 3.10.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 3.10.2
ACCORDION NOTICE
FACILITY A CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Attention: Manager, Administrative Agent Bank Services
Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby request that the existing amount of the Facility A Credit be increased by an aggregate amount of C\$■ (the "Facility A Credit Increase").

1. The Canadian Borrower wishes the Facility A Credit Increase be provided by:
 - (a) _____ [insert name of other Schedule I or II Bank] as to the amount of \$ _____; or
 - (b) the Lenders in accordance with their Facility A Participation as to the amount of \$ _____.
2. This Accordion Notice is delivered pursuant to Section 3.10 of the Credit Agreement.
3. The Canadian Borrower confirms that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By:

Authorized Signing Officer

-S6-

SCHEDULE 5.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 5.2
NOTICE OF BORROWING
FACILITY C CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned US Borrower hereby requests a Borrowing under the Facility C Credit under the Credit Agreement, in the aggregate amount of US\$ _____ to be made on _____, _____, consisting of:
 - (a) US\$ _____ by way of US Prime Rate Advances; and
 - (b) US\$ _____ by way of SOFR Advances and we hereby select an initial Interest Period of _____
[one] [three] [six] month[s] in respect of each SOFR Loan Portion;
2. confirm that the Lenders are to make the Borrowing available in accordance with Article 5 of the Credit Agreement;
3. confirm that the Group, immediately after giving effect to the Facility C Advance referred to herein, will be in compliance with any applicable trust indenture governing High Yield Notes and the Term Loan Agreement;

-S7-

4. confirm that as at the end of its most recently completed fiscal quarter, the Canadian Borrower was in compliance with the Financial Covenants in Section 14.2.1 of the Credit Agreement; and

5. confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____

Authorized Signing Officer

-S8-

SCHEDULE 5.6 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 5.6
NOTICE OF CONVERSION
FACILITY C CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned US Borrower hereby requests a Conversion Advance under the Facility C Credit under the Credit Agreement to be made on _____, _____, the aggregate Conversion Advances to be as follows:

Converted Advance

(state details of part of Loan to be converted)

USDollars: _____

Outstanding as: _____

Conversion Advance

(a) US Base Rate Advances in USDollars; or

(b) SOFR Advances in USDollars and we hereby select an initial Interest Period of _____ ~~months~~ [one] [three] [six] month[s] in respect of each SOFR Loan Portion

-S9-

(insert US Base Rate Advances ~~and [LIBO Rate Advances]~~² or
SOFR Advances)

2. confirm that the Lenders are to make the Conversion Advance in accordance with the Credit Agreement.

We hereby confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

² ~~All LIBO Rate Advances must be converted at the end of their current Interest Period in accordance with the first amending agreement dated as of May 27, 2022~~

-S10-

SCHEDULE 6.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 6.2
NOTICE OF BORROWING
FACILITY D CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned US Borrower hereby requests a Borrowing under the Facility D Credit under the Credit Agreement, in the aggregate amount of US\$ _____ to be made on _____, _____, consisting of:
 - (a) US\$ _____ by way of US Prime Rate Advances; and
 - (b) US\$ _____ by way of SOFR Advances and we hereby select an initial Interest Period of _____
[one] [three] [six] month[s] in respect of each SOFR Loan Portion;
2. confirm that the Lenders are to make the Borrowing available in accordance with Article 5 of the Credit Agreement;
3. confirm that the Group, immediately after giving effect to the Facility D Advance referred to herein, will be in compliance with any applicable trust indenture governing High Yield Notes and the Term Loan Agreement;

4. confirm as at the end of its most recently completed fiscal quarter, the Canadian Borrower was in compliance with the Financial Covenants in Section 14.2.1 of the Credit Agreement; and

5. confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____

Authorized Signing Officer

-S12-

SCHEDULE 6.6 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 6.6
NOTICE OF CONVERSION
FACILITY D CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. give you notice, irrevocably, that the undersigned US Borrower hereby requests a Conversion Advance under the Facility D Credit under the Credit Agreement to be made on _____, _____, the aggregate Conversion Advances to be as follows:

Converted Advance

(state details of part of Loan to be converted)

USDollars: _____

Outstanding as: _____

Conversion Advance

(c) US Prime Rate Advances in USDollars; or

(d) SOFR Advances in USDollars and we hereby select an initial Interest Period of _____ ~~months~~ [one] [three] [six] month[s] in respect of each SOFR Loan Portion

(insert US Prime Rate Advances ~~and [LIBO Rate Advances]~~³ or
SOFR Advances)

2. confirm that the Lenders are to make the Conversion Advance in accordance with the Credit Agreement.

We hereby confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

³ ~~All LIBO Rate Advances must be converted at the end of their current Interest Period in accordance with the first amending agreement dated as of May 27, 2022~~

-S14-

SCHEDULE ~~7.2~~ 8.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 7.2
NOTICE OF BORROWING
FACILITY E CREDIT

TO: ~~BANK OF MONTREAL, as Administrative Agent~~
~~Administrative Agent Bank Services~~
~~250 Yonge Street, 11th Floor-~~
~~Toronto, Ontario M5B 2L7-~~
~~Attention: Manager, Administrative Agent Bank Services~~
~~Telecopier: 416-598-6218~~

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. — give you notice, irrevocably, that the undersigned Canadian Borrower hereby requests a Borrowing under the Facility E Credit under the Credit Agreement, in the aggregate amount of C\$ _____ to be made on _____, _____, consisting of:

(a) — C\$ _____ by way of Canadian Rate Advances; and

(b) — C\$ _____ by way of Acceptances and we hereby select the Bankers' Acceptances or BA Equivalent Advances shall mature on _____, _____.⁴

2. — confirm that the Lenders are to make the Borrowing available in accordance with Article 7 of the Credit Agreement.

⁴ — Note: Bankers' Acceptance option is available only for Advances made concurrently with or following the Permitted Acquisition for which the Advance is requested.

3.——confirm that the Group, immediately after giving effect to the Facility E Advance referred to herein, will be in compliance with any applicable trust indenture governing High Yield Notes and the Term Loan Agreement.

4.——confirm that as at the end of its most recently completed fiscal quarter, the Canadian Borrower was in compliance with the Financial Covenants in Section 14.2.1 of the Credit Agreement.

5.——confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____

Authorized Signing Officer

~~SCHEDULE 7.6 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, AND SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS~~

SCHEDULE 7.6
NOTICE OF CONVERSION
FACILITY E CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor-
Toronto, Ontario M5B 2L7
Attention: Manager, Administrative Agent Bank Services
Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby:

1. — give you notice, irrevocably, that the undersigned Canadian Borrower hereby requests a Conversion Advance under the Facility E Credit under the Credit Agreement to be made on _____, _____, the aggregate Conversion Advances to be as follows:

Converted Advance

(state details of part of Loan to be converted)

CDollars _____

Outstanding as: _____

(insert Canadian Rate Advances, Bankers' Acceptances or BA Equivalent Advances)

Conversion Advance

(a) — Canadian Rate Advances in CDollars;

(b) — Bankers' Acceptances in CDollars and we hereby select the Bankers' Acceptances or BA Equivalent Advances shall mature on _____, _____

2. — confirm that the Lenders are to make the Conversion Advance in accordance with the Credit Agreement.

We hereby confirm that no Default or Event of Default has occurred and is continuing and, without limiting the generality of the foregoing, that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____
Authorized Signing Officer

~~SCHEDULE 8.2 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, AND SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS~~

SCHEDULE 8.2
NOTICE OF OPTIONAL REPAYMENT
FACILITY A CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Attention: Manager, Administrative Agent Bank Services
Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby give you notice, irrevocably, that the undersigned Canadian Borrower shall make an optional repayment under the Facility A Credit pursuant to the Credit Agreement on _____, _____, in the aggregate amount of C\$_____ and/or of US\$_____.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____
Authorized Signing Officer

-S18-

SCHEDULE 8.4 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 8.4
NOTICE OF OPTIONAL REPAYMENT
FACILITY C CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, ~~the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024~~ (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby give you notice, irrevocably, that the undersigned US Borrower shall make an optional repayment under the Facility C Credit pursuant to the Credit Agreement on _____, _____, in the aggregate amount of US\$_____.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

-S19-

SCHEDULE 8.6 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 8.6
NOTICE OF OPTIONAL REPAYMENT
FACILITY D CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby give you notice, irrevocably, that the undersigned US Borrower shall make an optional repayment under the Facility D Credit pursuant to the Credit Agreement on _____, _____, in the aggregate amount of US\$_____.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

-S20-

SCHEDULE ~~8.2~~ 8.7(A) TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ ~~SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, AMONG GFL ENVIRONMENTAL INC.~~ THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 8.7 ~~NOTICE OF OPTIONAL REPAYMENT~~ FACILITY E CREDIT(A)

TO: ~~BANK OF MONTREAL, as Administrative Agent~~
~~Administrative Agent Bank Services~~
~~250 Yonge Street, 11th Floor~~
~~Toronto, Ontario M5B 2L7~~
~~Attention: Manager, Administrative Agent Bank Services~~
~~Telecopier: 416-598-6218~~

~~We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby give you notice, irrevocably, that the undersigned Canadian Borrower shall make an optional repayment under the Facility E Credit pursuant to the Credit Agreement on _____, _____, in the aggregate amount of C\$ _____.~~

~~The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.~~

~~Dated: _____, _____.~~

~~Yours truly,~~

~~GFL ENVIRONMENTAL INC.~~

~~By: _____
Authorized Signing Officer~~

~~SCHEDULE 8.14(A) TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, AND SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS~~

SCHEDULE 8.14(A)
NOTICE OF ROLLOVER
FACILITY A CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Attention: Manager, Administrative Agent Bank Services
Telecopier: 416-598-6218

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, ~~as amended~~ (the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the “Credit Agreement”) among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby irrevocably request a rollover of outstanding credit under the Facility A Credit on _____, _____, as follows:

~~Bankers' Acceptances (or BA Rate Loans)~~ Daily Compounded CORRA Loan

Term CORRA Loan

SOFR Loans

Maturity date of maturing Daily Compounded CORRA Loan

Maturity date of maturing

SOFR Loan _____

~~Bankers' Acceptances or BA Rate Loans~~

Maturity date of maturing Term CORRA Loan

Aggregate face amount of maturing Bankers' Acceptances or aggregate principal amount of maturing BA Rate Loans	<u>C\$</u>	<u>Aggregate principal amount of Term CORRA Loan</u>	<u>C\$</u>	Aggregate principal amount of maturing SOFR Loan	U.S.\$
<u>Daily Compounded CORRA Loan</u>					
Portion thereof to be replaced	<u>C\$</u>	<u>Portion thereof to be replaced</u>	<u>C\$</u>	Portion thereof to be replaced	U.S.\$
Term of new Bankers' Acceptances (or BA Rate Loans)					
<u>Interest Period of new Daily Compounded CORRA Loan</u>	<u>[one] [three] month[s]</u>	<u>Interest Period of new Term Loan</u>	<u>[one] [three] month[s]</u>	Interest Period of new SOFR Loan	<u>[one] [three] [six] month[s]</u>

The undersigned hereby confirms that no Default or Event of Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such rollover, and that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____
Authorized Signing Officer

-S24-

SCHEDULE ~~8.14~~(8.7(C)) TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE ~~8.14~~(8.7(C))
NOTICE OF ROLLOVER
FACILITY C CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, ~~as amended~~ (the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the “Credit Agreement”) among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby irrevocably request a rollover of outstanding credit under the Facility C Credit on _____, _____, as follows:

SOFR Loans

Maturity date of maturing SOFR Loan	_____
Aggregate principal amount of maturing SOFR Loan	U.S.\$ _____
Portion thereof to be replaced	U.S.\$ _____
Interest Period of new SOFR Loan	_____
	<u>[one] [three] [six] month[s]</u>

The undersigned hereby confirms that no Default or Event of Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such rollover, and that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

-S26-

SCHEDULE ~~8.14(D)~~8.7(D) TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE ~~8.14(D)~~8.7(D)
NOTICE OF ROLLOVER
FACILITY D CREDIT

TO: BANK OF MONTREAL, as Administrative Agent
Administrative Agent Bank Services
111 W Monroe, 17W
Chicago, IL 60603
Attention: Agency US Servicing
Telecopier: 312-461-3458
Email: GFS.AgencyUS@bmo.com

We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended by the First Amendment dated as of May 27, 2022, the Second Amendment dated as of January 11, 2023, the Third Amendment dated as of August 17, 2023, the Fourth Amendment dated as of December 29, 2023 and the Fifth Amendment dated as of June 4, 2024 (as may be further amended, the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby irrevocably request a rollover of outstanding credit under the Facility D Credit on _____, _____, as follows:

SOFR Loans

Maturity date of maturing SOFR Loan	_____
Aggregate principal amount of maturing SOFR Loan	U.S.\$ _____
Portion thereof to be replaced	U.S.\$ _____
Interest Period of new SOFR Loan	_____
	<u>[one] [three] [six] month[s]</u>

The undersigned hereby confirms that no Default or Event of Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such rollover, and that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL USA INC.

By: _____
Authorized Signing Officer

-S28-

~~SCHEDULE 8.14(E) TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, AND SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS~~

SCHEDULE 8.14(E)
NOTICE OF ROLLOVER
FACILITY E CREDIT

TO: ~~BANK OF MONTREAL~~, as Administrative Agent
Administrative Agent Bank Services
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Attention: ~~Manager, Administrative Agent Bank Services~~
Telecopier: 416-598-6218

~~We refer to the Seventh Amended And Restated Credit Agreement dated as of September 27, 2021, as amended (the "Credit Agreement") among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, Bank of Montreal, as Administrative Agent, and the financial institutions named on the signature pages thereof, as Lenders and hereby irrevocably request a rollover of outstanding credit under the Facility A Credit on _____, _____, as follows:~~

~~Bankers' Acceptances (or BA Rate Loans)~~

~~Maturity date of maturing~~

~~Bankers' Acceptances or BA Rate Loans~~

=====

~~Aggregate face amount of maturing Bankers' Acceptances or aggregate principal amount of maturing BA Rate Loans~~

\$ =====

~~Portion thereof to be replaced~~

\$ =====

~~Term of new Bankers' Acceptances (or BA Rate Loans)~~

=====

-S29-

The undersigned hereby confirms that no Default or Event of Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such rollover, and that all representations and warranties set out in the Credit Agreement and the other Loan Documents are true and correct.

The expressions defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

Dated: _____, _____.

Yours truly,

GFL ENVIRONMENTAL INC.

By: _____
Authorized Signing Officer

SCHEDULE 12.1 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 12.1
AGENT'S ACCOUNTS

PAYMENT/WIRE TRANSFER INSTRUCTIONS FOR CANADIAN BORROWER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

US\$ Payment Instructions:

INTERMEDIARY BANK

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PAYMENT/WIRE TRANSFER INSTRUCTIONS FOR US BORROWER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 14.1.2.3 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 14.1.2.3
FORM OF CERTIFICATE OF COMPLIANCE

Bank of Montreal, as Administrative Agent
100 King Street West, 4th Floor
Toronto, Ontario M5X 1A1

Attention: Deal Specialist, Administrative Agent Bank Services

I, the undersigned being the duly appointed [**chief financial officer or other Responsible Officer**] of GFL Environmental Inc. (the "**Canadian Borrower**"), do hereby certify to the Lenders, solely in such capacity and without personal liability, that:

1. This certificate is delivered pursuant to a Seventh Amended and Restated Credit Agreement dated as of September 27, 2021, as amended, between the Canadian Borrower, as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, the Lenders party thereto, as lenders and Bank of Montreal, as agent (such credit agreement as heretofore amended, supplemented, replaced, restated or otherwise modified, the "**Credit Agreement**"). Unless otherwise defined herein, all capitalized terms appearing in this certificate (including its **Schedule I**) which are defined in the Credit Agreement, shall have the meaning assigned to such terms in the Credit Agreement;

2. I am familiar with and have examined the provisions of the Credit Agreement (including, without limitation, the financial covenant and ratios set forth in Section 14.2 of the Credit Agreement and representations, warranties and other covenants set forth in the Credit Agreement), and I have made all appropriate investigations of the records of the Canadian Borrower, the US Borrower, and the Guarantors and have asked all questions to the other executives and officers of the Canadian Borrower, the US Borrower and the Guarantors as I have deemed necessary or useful to allow me to give this certificate knowledgeably;

3. Based on the foregoing, I hereby certify, for and on behalf of the Group, that the following (on a consolidated basis) are true and correct and have been made in accordance with the Credit Agreement;

4. The period to which the following calculations and details relate commenced on _____ and ended on _____ (the "**Reference Period**");

-S33-

5. **Leverage Ratio and Interest Coverage Ratio (Applicable Margin and Section 14.2.1 of the Credit Agreement):**

The Applicable Margin shall be established on a Pricing Date based on the Leverage Ratio as of the end of the most recently completed fiscal quarter or Fiscal Year. I hereby certify, for and on behalf of the Group, not in my personal capacity and without personal liability, to the Lenders and the Administrative Agent that:

- (a) the Leverage Ratio on the last day of the Reference Period was ≥ 1.00 , as more fully set out on **Schedule I** hereto;
- (b) the Interest Coverage Ratio on the last day of the Reference Period was ≥ 1.00 , as more fully set out on **Schedule II** hereto; and
- (c) the Group is in compliance with Section 14.2.1 of the Credit Agreement.

6. To the best of my knowledge, I certify, for and on behalf of the Group, not in my personal capacity and without personal liability, after reasonable enquiry, that each member of the Group is in compliance with its covenants in Article 14 of the Credit Agreement as of the date hereof and that all representations and warranties of the Obligors set out in the Credit Agreement and in any other Loan Documents are true and correct as of the date hereof.

7. I hereby certify, for and on behalf of the Group, not in my personal capacity and without personal liability, that I have no knowledge of any Default or Event of Default that occurred and is continuing under the Credit Agreement.

8. **[The consolidated financial statements of the Canadian Borrower for the financial quarter most recently ended are delivered to the Administrative Agent together with this Certificate in accordance with the Credit Agreement. Such non-audited consolidated financial statements of the Canadian Borrower and the related statements of income and retained earnings and of cash flows of the Canadian Borrower, present fairly and in all material respects the financial condition of the Canadian Borrower as at the date of such financial statements and the results of the operations of the Canadian Borrower for the period covered by such financial statements, all in accordance with Applicable Accounting Principles consistently applied (subject to normal year end adjustments and lack of footnote disclosure in the case of interim financial statements)]**

or

[The audited consolidated financial statements of the Canadian Borrower for the fiscal year most recently ended are delivered to the Administrative Agent together with this Certificate in accordance with the Credit Agreement. Such audited consolidated financial statements of the Canadian Borrower and the related statements of income and retained earnings and of cash flows of the Canadian Borrower, present fairly and in all material respects the financial condition of the Canadian Borrower as at the date of such financial statements and the results of the operations of the Canadian Borrower for the period covered by such financial statements, all in accordance with Applicable Accounting Principles consistently applied.]

9. I hereby certify, for and on behalf of the Canadian Borrower, not in my personal capacity and without personal liability, that the information and disclosures provided in all of the schedules, as previously updated or corrected, are true and complete in all respects **[or will be true and complete in all respects once updated in accordance with a schedule hereto]**.
10. I hereby certify, for and on behalf of the Canadian Borrower, not in my personal capacity and without personal liability, that no Indebtedness of any member of the Group exists other than Indebtedness permitted under Section 14.3.1.
11. Attached hereto as **Schedule III** is a calculation of Adjusted EBITDA for the rolling four-quarter period ending on the fiscal quarter for which this certificate is being delivered;
12. Attached hereto as **Schedule IV** are (a) an internally prepared management summary of pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements; and (b) a management's discussion and analysis;] OR [No management summary of pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements or (b) a management's discussion and analysis has been delivered under the Term Loan Agreement;
13. [Attached hereto as **Schedule V** is a list of each Subsidiary of the Canadian Borrower that identifies each Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of this certificate] OR [I hereby certify, for and on behalf of the Canadian Borrower, not in my personal capacity and without personal liability, that that there is no change in the list of Subsidiaries which are Restricted Subsidiaries or Unrestricted Subsidiaries since the later of the Closing Date and the date of the last such list or other disclosure of such information to the Administrative Agent]

Dated at Toronto, Ontario, this _____ day of _____, ____.

GFL ENVIRONMENTAL INC.

Per: _____

Name:

Title:

-S35-

SCHEDULE I
TO SCHEDULE 14.1.2.3

DETAILED CALCULATION OF LEVERAGE RATIO

Adjusted EBITDA (see Schedule III) \$ _____

Total Net Funded Debt \$ _____

Detailed Calculation of Total Net Funded Debt:

Leverage Ratio: _____

-S36-

SCHEDULE II
TO SCHEDULE 14.1.2.3

DETAILED CALCULATION OF INTEREST COVERAGE RATIO

Adjusted EBITDA (see Schedule III) \$ _____

Consolidated Interest Expense \$ _____

Detailed calculation of Consolidated Interest Expense:

Interest Coverage Ratio: _____

-S37-

SCHEDULE III
TO SCHEDULE 14.1.2.3

DETAILED CALCULATION OF ADJUSTED EBITDA

-S38-

SCHEDULE IV
TO SCHEDULE 14.1.2.3

MANAGEMENT SUMMARY OF PRO FORMA ADJUSTMENTS

-S39-

SCHEDULE V
TO SCHEDULE 14.1.2.3
LIST OF SUBSIDIARIES

-S40-

SCHEDULE 15.1 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 15.1
SECURITY DOCUMENTS

- a security agreement executed according to the laws of the jurisdiction as the Administrative Agent may elect, in favour of the Administrative Agent and charging all of such Obligor's present and future personal property, other than Excluded Assets;
- Guarantees of each of the Obligors;
- a mortgage or debenture in favour of the Administrative Agent and charging all of such Obligor's present and future Material Real Property in accordance with Section 15.3 of the Credit Agreement;
- an assignment, postponement and subordination of shareholder loans, if any;
- an assignment of insurance proceeds;
- pledge of all the Equity Interests of a Person held by such Obligor, other than any preferred stock issued by GFL Holdco (US), LLC;
- environmental indemnity agreement;
- Canadian intellectual property security agreement; and
- U.S. trademark security agreement.

-S41-

SCHEDULE 23.1 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 23.1
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended and restated, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____

[and is an Affiliate/Approved Fund of [identify Lender]]

3. Borrower: [GFL ENVIRONMENTAL INC. / GFL ENVIRONMENTAL USA INC.]

4. Administrative Agent: BANK OF MONTREAL, as the administrative agent under the Credit Agreement

5. Credit Agreement: ~~SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022~~ Seventh Amended And Restated Credit Agreement dated as of September 27, 2021 as amended by First Amendment Dated as of May 27, 2022, Second Amendment dated as of January 11, 2023, Third Amendment dated as of August 17, 2023, Fourth Amendment dated as of December 29, 2023 and Fifth Amendment dated as of June 4, 2024 among GFL Environmental Inc., as Canadian Borrower, GFL Environmental USA Inc., as US Borrower, the Lenders parties thereto, Bank of Montreal, as Administrative Agent, and the other agents parties thereto.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans	CUSIP Number
	\$	\$	%	
	\$	\$	%	
	\$	\$	%	

7. [Trade Date: _____]

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title: _____

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title: _____

-S43-

[Consented to and] Accepted:

BANK OF MONTREAL, as Administrative Agent

By _____
Title:

[Consented to:]

GFL ENVIRONMENTAL INC.

By _____
Title:

-S44-

[]

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties

Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Canadian Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Canadian Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 13.1.2 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

Payments

From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

General Provisions

This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

-S46-

SCHEDULE 24.19.3 TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF SEPTEMBER 27, 2021 AS AMENDED BY FIRST AMENDMENT DATED AS OF MAY 27, 2022, ~~AND~~ SECOND AMENDMENT DATED AS OF JANUARY 11, 2023, THIRD AMENDMENT DATED AS OF AUGUST 17, 2023, FOURTH AMENDMENT DATED AS OF DECEMBER 29, 2023 AND FIFTH AMENDMENT DATED AS OF JUNE 4, 2024, AMONG GFL ENVIRONMENTAL INC., AS CANADIAN BORROWER, GFL ENVIRONMENTAL USA INC., AS US BORROWER, CERTAIN AFFILIATES OF THE CANADIAN BORROWER, AS GUARANTORS, BANK OF MONTREAL, AS ADMINISTRATIVE AGENT, AND THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES THEREOF, AS LENDERS

SCHEDULE 24.19.3
LOAN MARKET DATA TEMPLATE

Recommended Data Fields - At Close

The items highlighted in bold are those that Loan Pricing Corporation (LPC) deem essential. The remaining items are those that LPC has seen become more prominent over time as transparency has increased in the U.S. Loan Market.

<u>Company Level</u>	<u>Deal Specific</u>	<u>Facility Specific</u>
Issuer Name	Currency/Amount	Currency/Amount
Location	Date	Type
SIC (Cdn)	Purpose	Purpose
Identification Number(s)	Sponsor	Tenor
Revenue	Financial Covenants	Term Out Option
	Target Company	Expiration Date
Measurement of Risk*	Assignment Language	Facility Signing Date
S&P Sr. Debt	Applicable Law Firms	Pricing
S&P Issuer	MAC Clause	Base
Moody's Sr. Debt	Springing lien	Rate(s)/Spread(s)/BA/Adjusted
Moody's Issuer	Cash Dominion	Term SOFR
Fitch Sr. Debt	Mandatory Prepays	Initial Pricing Level
Fitch Issuer	Restrc'd Payments (Neg Covs)	Pricing Grid (tied to, levels)
S&P Implied	Other Restrictions	Grid Effective Date
(internal assessment)		Fees
DBRS		Participation Fee (tiered also)
Other Ratings		Commitment Fee
*Industry Classification		
Moody's Industry		Annual Fee
S&P Industry		Utilization Fee
the Parent		LC Fee(s)
		BA Fee
Financial Ratios		Prepayment Fee
		Other Fees to Market
		Security
		Secured/Unsecured
		Collateral and Seniority of Claim
		Collateral Value
		Guarantors
		Lenders Names/Titles
		Lender Commitment(s)
		Committed/Uncommitted
		Distribution method
		Amortization Schedule
		Borrowing Base/Advance Rates
		New Money Amount
		Country of Syndication
		Facility Rating (Loss given default)
		S&P Bank Loan

Moody's Bank Loan
Fitch Bank Loan
DBRS
Other Ratings

* These items would be considered useful to capture from an analytical perspective

-S47-

SIXTH AMENDMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT

SIXTH AMENDMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT (this “**Amendment**”), dated as of January 20, 2025 by and among GFL ENVIRONMENTAL INC., a corporation existing under the laws of Ontario, Canada (the “**Canadian Borrower**”), GFL ENVIRONMENTAL USA INC., a corporation existing under the laws of Delaware (the “**US Borrower**”), the Guarantors party hereto, BANK OF MONTREAL, as administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent for the Lenders under the Existing Credit Agreement (as defined below), and each Lender party hereto.

RECITALS:

1. The Canadian Borrower, the US Borrower, the Guarantors, Bank of Montreal, as administrative agent and collateral agent, and each Lender from time to time party thereto are parties to that certain Seventh Amended and Restated Credit Agreement dated as of September 27, 2021, as amended by a first amendment dated as of May 27, 2022, a second amendment dated as of January 11, 2023, a third amendment dated as of August 17, 2023, a fourth amendment dated as of December 29, 2023 and a fifth amendment dated as of June 4, 2024 (the “**Existing Credit Agreement**”).

2. The Canadian Borrower has requested, and the Lenders have agreed, to amend certain provisions of the Existing Credit Agreement in order to increase the maximum amount of the Letter of Credit Exposure under the Facility A Credit to C\$550,000,000.

3. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Existing Credit Agreement as amended hereby (the “**Amended Credit Agreement**”).

SECTION 2. Amendments to the Existing Credit Agreement. In accordance with Section 24.3 of the Existing Credit Agreement and effective as of the Sixth Amendment Effective Date (as defined below), the parties hereto agree as follows:

(a) Section 3.1.4 of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.4 Maximum Amount of Letters of Credit: The Letter of Credit Exposure under the Facility A Credit shall not, at any time, exceed C\$550,000,000.”

(b) Clause (iii) of Section 11.1 is deleted in its entirety and replaced with the following:

“(iii) the Letter of Credit Exposure of BMO as an Issuing Bank in respect of such Facility A Letters of Credit shall not exceed C\$475,000,000, the Letter of Credit Exposure of Barclays Bank PLC in respect of such Facility A Letters of Credit shall not exceed C\$25,000,000 and Barclays Bank PLC shall issue standby Letters of Credit only, the Letter of Credit Exposure of JPMorgan Chase Bank, N.A., Toronto Branch in respect of such Facility A Letters of Credit shall not exceed C\$50,000,000, and”

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, each Obligor represents and warrants to the other parties hereto on the Sixth Amendment Effective Date as follows:

(a) The execution, delivery and performance by each Obligor of this Amendment has been duly authorized by all necessary corporate or other organizational action by such Obligor. This Amendment and the Amended Credit Agreement constitute each Obligor’s legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy,

reorganization, moratorium or similar laws affecting creditors' rights generally, (ii) the fact that specific performance and injunctive relief may only be given in the discretion of the courts, and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments.

(b) The representations and warranties of the Obligors set forth in Section 2.1 of the Amended Credit Agreement, subject to any revision or update to Schedules made pursuant to Section 14.1.2.8 or to be made in connection with any Permitted Acquisition as required by Section 14.1.2.8, and, except the representations and warranties set forth in Section 2.1.16 (which shall be read as if they referred to the most recent financial statements delivered by the Obligors to the Administrative Agent pursuant to Section 14.1.2) and Section 2.1.34 (which shall be read as if they referred to the Sixth Amendment Effective Date), are true and correct in all material respects on and as of the Sixth Amendment Effective Date (immediately after giving effect to this Amendment), except for representations and warranties (i) that are already qualified by materiality, which representations and warranties shall be true and correct after giving effect to such materiality qualifier; (ii) that are made as of specific date which shall be true and correct as of such specific date; and (iii) that relate to revisions to Schedules 2.1.10 (Real and Immoveable Property), 2.1.13 (Intellectual Property) or 2.1.23 (Corporate Chart and Subsidiaries) to reflect information relating to any Dispositions permitted by the Credit Agreement, the designations of Unrestricted Subsidiaries permitted by the Credit Agreement and any amalgamation, merger, wind-up or dissolution, which revisions shall be reflected in an update to the Schedules to be delivered within 30 days of the next fiscal quarter end, namely April 30, 2025.

(c) No Default or Event of Default has occurred and is continuing as of the Sixth Amendment Effective Date.

SECTION 4. Sixth Amendment Effective Date. This Amendment shall become effective as of the date (the “**Sixth Amendment Effective Date**”) on which the Administrative Agent shall have received a counterpart signature page of this Amendment duly executed by each Obligor, the Administrative Agent and the Lenders constituting the Required Lenders.

SECTION 5. Effect of Amendment.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or Agents under the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other provision of the Amended Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other Loan Document in similar or different circumstances.

(b) From and after the Sixth Amendment Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

(c) Each Obligor hereby (i) acknowledges that it has reviewed the terms and provisions of this Amendment, (ii) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party, (iii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, each grant of security made by such Obligor (or by any predecessor to it, as applicable) pursuant to the Security Documents) and confirms that such liens and security interests continue to secure its Obligations under the Loan Documents (including, for the avoidance of doubt, all Obligations, Obligations Secured and Guaranteed Obligations, each as defined in the applicable Loan Document), subject to the terms thereof, (iv) acknowledges and agrees that each Loan Document to which it is a party or otherwise bound shall continue and remain in full force and effect and all of its obligations thereunder shall be valid and enforceable and not be impaired or limited by the execution of this Amendment and (v) in the case of each Guarantor, ratifies and reaffirms its guarantee of the Obligations, Obligations Secured, and Guaranteed Obligations (each as defined in the applicable Loan Document) pursuant to its Guarantee.

(d) Each party hereto agrees and acknowledges that this Amendment constitutes all notices or requests required under Section 24.3 of the Existing Credit Agreement, and to the extent inconsistent with any requirement or provision thereof, hereby waives any such inconsistency in effecting the amendments, agreements and undertakings provided herein.

SECTION 6. Amendments; Severability. This Amendment may not be amended nor may any provision hereof be waived except pursuant to Section 10.01 of the Amended Credit Agreement. If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7. GOVERNING LAW: The provisions of Sections 24.13, 24.14, 24.15 and 24.16 of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

SECTION 8. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

SECTION 9. Counterparts; Electronic Execution.

(a) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

3

(b) The words “execution,” “signed,” “signature,” and words of like import in this Amendment and the Amended Credit Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Applicable Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

[Remainder of page intentionally left blank]

4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Address:

100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

GFL ENVIRONMENTAL INC.
as Canadian Borrower

By: /s/ Patrick Dovigi

Patrick Dovigi
President and Chief Executive Officer

Sixth Amendment Signature Page

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

**1877984 ONTARIO INC.
MID CANADA ENVIRONMENTAL SERVICES LTD.
GFL MARITIMES INC.
1248544 ONTARIO LTD.
2481638 ONTARIO INC.
2779572 ONTARIO INC.
2779573 ONTARIO INC.
2779574 ONTARIO INC.
ACCUWORX INC.
SMITHRITE EQUIPMENT PAINTING & REPAIR LTD.
2313159 ALBERTA ULC
2353961 ALBERTA ULC
2354010 ALBERTA ULC
TERRATEC ENVIRONMENTAL LTD.
GFL ENVIRONMENTAL SFS INC.
2406925 ALBERTA ULC
GFL UTILITY SERVICES INC.
GFL ENVIRONMENTAL SERVICES INC.
1000149403 ONTARIO INC.
GREENISLE ENVIRONMENTAL INC.
NORTH ROAD HOLDINGS LTD.
SUPERIOR SANITATION SERVICES LTD.
GFL ENVIRONMENTAL 2025 INC.
GFL RENEWABLES INC.
2518459 ONTARIO INC.
1000911254 ONTARIO INC.
1000911292 ONTARIO INC.**

each as Guarantor

By: /s/ Patrick Dovigi

Patrick Dovigi
President

I have the authority to bind each of the above-listed corporations.

Sixth Amendment Signature Page

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

**GFL ENVIRONMENTAL HOLDINGS (US), INC.
GFL HOLDCO (US), LLC
GFL ENVIRONMENTAL REAL PROPERTY, INC.
BALDWIN PONTIAC LLC
GFL NORTH MICHIGAN LANDFILL, LLC
GFL ENVIRONMENTAL SERVICES USA, INC.
GFL EARTH SERVICES, INC.
WRANGLER HOLDCO CORP.
WASTE INDUSTRIES USA, LLC
ETC OF GEORGIA, LLC
HAW RIVER LANDCO, LLC
L&L DISPOSAL, LLC**

LAKEWAY LANDCO, LLC
LAKEWAY SANITATION & RECYCLING C&D, LLC
LAKEWAY SANITATION & RECYCLING MSW, LLC
LAURENS COUNTY LANDFILL, LLC
RED ROCK DISPOSAL, LLC
SAFEGUARD LANDFILL MANAGEMENT, LLC
SAMPSON COUNTY DISPOSAL, LLC
SOUTHEASTERN DISPOSAL, LLC
TRANSWASTE SERVICES, LLC
WAKE COUNTY DISPOSAL, LLC
WAKE RECLAMATION, LLC
WASTE INDUSTRIES ATLANTA, LLC
WASTE INDUSTRIES OF TENNESSEE, LLC
WASTE INDUSTRIES, LLC
WASTE SERVICES OF DECATUR, LLC
WI BURNT POPLAR TRANSFER, LLC
WI HIGH POINT LANDFILL, LLC
WI SHILOH LANDFILL, LLC
WILMINGTON LANDCO, LLC
SOIL SAFE, INC.
SOIL SAFE OF CALIFORNIA, INC.
GFL OF VIRGINIA, LLC
GFL SOUTHWEST VIRGINIA, LLC
J&E RECYCLING, LLC
GFL RECYCLING OF VIRGINIA, LLC
GFL (CW) HOLDCO, LLC
WEXFORD COUNTY LANDFILL, LLC
WEXFORD WATER TECHNOLOGIES, LLC
AMERICAN WASTE, INC.
HAZAR-BESTOS CORPORATION
NORTHERN A-1 INDUSTRIAL SERVICES, L.L.C.
EMA DEVELOPMENT, LLC
NORTHEASTERN ENVIRONMENTAL, LLC
SWD SPECIALTIES, LLC
NORTHEASTERN EXPLORATION, INC.
GFL SLIM JIM 2, LLC

Sixth Amendment Signature Page

GFL SLIM JIM 3, LLC
WASTE CORPORATION OF MISSOURI, LLC
GFL SOLID WASTE MIDWEST LLC
WCA WASTE CORPORATION WCA WASTE
SYSTEMS, INC.
WASTE CORPORATION OF ARKANSAS, LLC WASTE
CORPORATION OF KANSAS, LLC
WASTE CORPORATION OF TENNESSEE, LLC
WCA – KANSAS CITY TRANSFER, LLC
WCA MANAGEMENT GENERAL, INC.
WCA MANAGEMENT LIMITED, INC.
WCA OF ALABAMA, L.L.C.
WCA OF CENTRAL FLORIDA, INC.
WCA OF OKLAHOMA, LLC

WCA TEXAS MANAGEMENT GENERAL, INC.
JONES SANITATION, L.L.C.
GFL EVERGLADES HOLDINGS LLC
GFL SOLID WASTE SOUTHEAST LLC
MONTGOMERY TRANSFER STATION, LLC
OPELIKA TRANSFER STATION, LLC
COBB COUNTY TRANSFER STATION, LLC
GWINNETT TRANSFER STATION, LLC
SMYRNA TRANSFER STATION, LLC
EAGLE POINT LANDFILL, LLC
STONE'S THROW LANDFILL, LLC
WELCOME ALL TRANSFER STATION, LLC
GFL MUSKEGO LLC
EMERALD PARK LANDFILL, LLC
GLACIER RIDGE LANDFILL, LLC
HICKORY MEADOWS LANDFILL, LLC
MALLARD RIDGE LANDFILL, INC.
LAND & GAS RECLAMATION, INC.
SEVEN MILE CREEK LANDFILL, LLC
N.E. LAND FILL, LLC
PAULS VALLEY LANDFILL, LLC
SOONER WASTE, L.L.C.
EAGLE BLUFF LANDFILL, INC.
TALLASSEE WASTE DISPOSAL CENTER, INC.
ARBOR HILLS LANDFILL, INC.
EAGLE RIDGE LANDFILL, LLC
ZION LANDFILL, INC.
GFL US 8, LLC
GFL WRANGLER HOLDCO US 2, INC.
GFL WRANGLER US 1, LLC
GFL WRANGLER US 2, LLC
GFL WRANGLER US 3, LLC
GFL WRANGLER US 4, LLC
GFL WRANGLER US 5, LLC
GFL WRANGLER US 6, LLC
OTIS ROAD LANDFILL, LLC
DAFTER SANITARY LANDFILL, INC.
PH LAND, LLC

Sixth Amendment Signature Page

ALABAMA DUMPSTER SERVICE, L.L.C.
GFL US 11, LLC
COULTER COMPANIES, INC.
CLINTON LANDFILL, INC.
PDC SERVICES, INC.
COULTER CONSTRUCTION COMPANY
AREA DISPOSAL SERVICE, INC.
TAZEWELL COUNTY LANDFILL, INC.
PEORIA CITY/COUNTY LANDFILL, INC.
HICKORY RIDGE LANDFILL, INC.
WOOD ISLAND WASTE MANAGEMENT, INC.
GFL (TEXAS) REAL PROPERTY LLC

GFL RECYCLING CENTER - NORTHEAST, LLC
GFL TRIPLE-S COMPOST, LLC
SUGAR LANDFILL, LP
CONROE LANDFILL, LP
GFL PLANT SERVICES LP
GFL US 7, L.P.
GFL WRANGLER US, L.P.
GFL US 9, L.P.
GFL OF TEXAS, LP
FORT BEND REGIONAL LANDFILL, L.P.
RUFFINO HILLS TRANSFER STATION, L.P.
WCA MANAGEMENT COMPANY, LP
WCA GP LLC
GFL FLORIDA HOLDING COMPANY LLC
GFL BIRMINGHAM, LLC
GFL RENEWABLES LLC
BUNN BOX, LLC
BUNN EXCAVATING, INC.
HOOSIER LANDFILL, INC.
1877984 DELAWARE, LLC
GFL US 12, LLC
GFL US 13, LLC
CENTRAL MISSOURI RENEWABLE NATURAL GAS, LLC
FIELDING US REAL ESTATE CO LLC
1877984 (US) DELAWARE, LLC
ANGELO'S AGGREGATE MATERIALS, LTD.
each as Guarantor

By: /s/ Patrick Dovigi
Patrick Dovigi
President

Sixth Amendment Signature Page

BLACK CREEK RENEWABLE ENERGY, LLC
By: Waste Industries USA, LLC, its manager

By: /s/ Patrick Dovigi
Patrick Dovigi
President

BRENT RUN LANDFILL, INC.

By: /s/ Patrick Dovigi
Patrick Dovigi
Director

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

GFL ENVIRONMENTAL USA INC.
as US Borrower and Guarantor

By: /s/ Patrick Dovigi
Patrick Dovigi

Attention: Chief Executive Officer

President

Telecopier: 416-673-9380

Sixth Amendment Signature Page

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

TOTTENHAM AIRFIELD CORPORATION INC.
MOUNT ALBERT PIT INC.

each as Guarantor

By: /s/ John Bailey

John Bailey
President and Secretary

I have the authority to bind each of the above-listed corporations.

Sixth Amendment Signature Page

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

NORTH ANDREWS EMPLOYMENT PARK, LLC
SOUTH ANDREWS EMPLOYMENT PARK, LLC

each as Guarantor

By: /s/ Patrick Dovigi

Patrick Dovigi
Manager

Sixth Amendment Signature Page

BANK OF MONTREAL
as Administrative Agent

By /s/ Sean Gallaway

Name: Sean Gallaway
Title: Managing Director

Sixth Amendment Signature Page

as a Lender, Swingline Lender, and Issuing Bank

Name: Sean Gallaway

Title: Managing Director

Sixth Amendment Signature Page

as a Lender

Name: Josh Hovermale

Title: Managing Director

Name: _____

Title:

Sixth Amendment Signature Page

as a Lender

Name: Vik Sidhu

Title: Director

/s/ Manish Muttukuru

Name: Manish Muttukuru

Title: Associate

Sixth Amendment Signature Page

as a Lender

By */s/* David Torrey

Name: David Torrey
Title: Managing Director & Head

/s/ Jamie Davis
Name: Jamie Davis
Title: Managing Director

Sixth Amendment Signature Page

CANADIAN IMPERIAL BANK OF COMMERCE
as a Lender

By /s/ Stephen Redding
Name: Stephen Redding
Title: Managing Director

/s/ Natasha Vujcic
Name: Natasha Vujcic
Title: Director

Sixth Amendment Signature Page

THE TORONTO-DOMINION BANK
as a Lender

By /s/ Hassan Abbas
Name: Hassan Abbas
Title: Managing Director

/s/ Timothy Lee
Name: Timothy Lee
Title: Vice President

Sixth Amendment Signature Page

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH
as a Lender

By /s/ Jeffrey Coleman
Name: Jeffrey Coleman
Title: Executive Director

Name:
Title:

Sixth Amendment Signature Page

BARCLAYS BANK PLC
as a Lender

By /s/ Koruthu Mathew
Name: Koruthu Mathew
Title: Vice President

Name:
Title:

Sixth Amendment Signature Page

ROYAL BANK OF CANADA
as a Lender

By /s/ Chris Cowan
Name: Chris Cowan
Title: Authorized Signatory

Name:
Title:

Sixth Amendment Signature Page

GOLDMAN SACHS LENDING PARTNERS LLC
as a Lender

By /s/ Priyankush Goswami
Name: Priyankush Goswami
Title: Authorized Signatory

Name:

Title:

Sixth Amendment Signature Page

ATB FINANCIAL

as a Lender

By /s/ Ebba Jantz

Name: Ebba Jantz

Title: Managing Director

/s/ Araceli Zagal de la Luz

Name: Araceli Zagal de la Luz

Title: Director, Credit Structuring

Sixth Amendment Signature Page

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

as a Lender

By /s/ David Sellito

Name: David Sellito

Title: Managing Director, Corporate Banking

/s/ Gian Guerrero

Name: Gian Guerrero

Title: Director, Corporate Banking

Sixth Amendment Signature Page

EXECUTION VERSION

SIXTH AMENDMENT TO CREDIT AGREEMENT

SIXTH AMENDMENT TO CREDIT AGREEMENT (this “**Sixth Amendment**”), dated as of July 3, 2024, by and among GFL ENVIRONMENTAL INC., a corporation existing under the laws of Ontario, Canada, as Initial Borrower, GFL ENVIRONMENTAL HOLDINGS (US), INC., a corporation organized under the laws of Delaware, as a Co-Borrower, WRANGLER HOLDCO CORP., a corporation organized under the laws of Delaware (“**Wrangler Holdco**”), as a Co-Borrower (each Co-Borrower together with the Initial Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”), the other Loan Parties party hereto, BARCLAYS BANK PLC, as administrative agent and collateral agent for the Lenders (in such capacities, the “**Administrative Agent**”) and each Lender party hereto as a 2024 Refinancing Term Lender (as defined below).

RECITALS:

1. The Borrowers, Barclays Bank PLC, as administrative agent and collateral agent, and each lender from time to time party thereto are parties to that certain Term Loan Credit Agreement, dated as of September 30, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of May 31, 2018, that certain Second Amendment to Credit Agreement, dated as of November 14, 2018, that certain Third Amendment to Credit Agreement, dated as of December 22, 2020, that certain Fourth Amendment to Credit Agreement, dated as of January 31, 2023, that certain Fifth Amendment to Credit Agreement, dated as of September 22, 2023, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”).

2. The Borrowers have requested that the Existing Credit Agreement be amended as set forth herein (the Existing Credit Agreement, as amended by this Sixth Amendment, the “**Amended Credit Agreement**”) so as to, among other matters, provide for a new Class of Term Loans denominated in U.S. Dollars (the “**2024 Refinancing Term Loans**”, and the lenders of such 2024 Refinancing Term Loans, collectively, the “**2024 Refinancing Term Lenders**”), which 2024 Refinancing Term Loans will refinance in full all of the Term Loans outstanding under the Existing Credit Agreement immediately prior to the effectiveness of this Sixth Amendment (the “**Existing Term Loans**”, and the Lenders of such Existing Term Loans, collectively, the “**Existing Term Lenders**”) and pay accrued interest thereon and any related premiums, fees and expenses related thereto, on the terms set forth in the Amended Credit Agreement;

3. Each 2024 Refinancing Term Lender party hereto shall make 2024 Refinancing Term Loans on the Sixth Amendment Effective Date (as defined below) in an amount equal to its commitment to provide such 2024 Refinancing Term Loans as set forth on Schedule 1 hereto (the “**2024 Refinancing Term Loan Commitments**”), subject to the conditions set forth in Section 6;

4. The Borrowers have requested an amendment to the Existing Credit Agreement that will effect the modifications to the Existing Credit Agreement set forth in Section 4 and as further set forth in Exhibit A hereto and each 2024 Refinancing Term Lender party hereto consents to this Sixth Amendment;

5. JPMorgan Chase Bank, N.A. has been appointed as lead arranger and bookrunner (in such capacities, the “**Lead Arranger**” and, together with any other lead arrangers or bookrunners appointed by the Borrower, the “**Lead Arrangers**”) with respect to this Sixth Amendment; and

6. Pursuant to Section 2.21 of the Existing Credit Agreement, the Initial Borrower desires to designate Wrangler Holdco as a Co-Borrower.

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

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Amended Credit Agreement.

SECTION 2. 2024 Refinancing Term Loans.

(a) Subject to the terms and conditions set forth herein and pursuant to Sections 2.15 and 10.01 of the Existing Credit Agreement, each 2024 Refinancing Term Lender severally agrees to make (or agrees to be deemed to make) 2024 Refinancing Term Loans to the Borrowers on the Sixth Amendment Effective Date in a principal amount equal to its 2024 Refinancing Commitment. The obligation of each 2024 Refinancing Term Lender to make 2024 Refinancing Term Loans on the Sixth Amendment Effective Date is subject to the satisfaction (or waiver by the 2024 Refinancing Term Lenders and the Administrative Agent) of the conditions set forth in Section 6 of this Sixth Amendment.

(b) The 2024 Refinancing Term Loans shall be made available in U.S. Dollars in immediately available funds in accordance with the Amended Credit Agreement. On the Sixth Amendment Effective Date, the proceeds of the 2024 Refinancing Term Loans will be used to refinance in full the Existing Term Loans and to pay accrued interest thereon and any related premiums, fees and expenses related thereto.

(c) After giving effect to the refinancing of the Existing Term Loans as contemplated hereby, pursuant to which the Existing Term Loans shall be refinanced and replaced with the 2024 Refinancing Term Loans, the 2024 Refinancing Term Lenders shall be the only Term Lenders under the Amended Credit Agreement.

(d) Except as set forth herein, each 2024 Refinancing Term Loan made pursuant to the 2024 Refinancing Loan Term Commitments provided hereunder shall be subject to all of the terms and provisions of the Amended Credit Agreement and the other Loan Documents (each as modified by this Sixth Amendment) pertaining thereto. The 2024 Refinancing Term Loans made on the Sixth Amendment Effective Date shall be Term SOFR Loans with an initial Interest Period ending on February 4, 2024.

(e) Each 2024 Refinancing Term Lender irrevocably consents to this Sixth Amendment and all modifications to the Existing Credit Agreement contemplated hereby.

SECTION 3. Appointment of Co-Borrower. In accordance with Section 2.21 of the Existing Credit Agreement, the Administrative Agent hereby confirms the Initial Borrower provided notice of its desire to designate Wrangler Holdco as a Co-Borrower. The Administrative Agent hereby confirms that the conditions set forth in Section 2.21(b) of the Existing Credit Agreement have been met, and on the Sixth Amendment Effective Date, Wrangler Holdco will be a Co-Borrower. This Sixth Amendment shall be notice to the Initial Borrower and the Lenders of the new Co-Borrower pursuant to Section 2.21(b) of the Existing Credit Agreement.

SECTION 4. Amendments to the Existing Credit Agreement. In accordance with Sections 2.15 and 10.01 of the Existing Credit Agreement and effective as of the Sixth Amendment Effective Date, the parties hereto agree that the Existing Credit Agreement, including schedules and exhibits thereto, is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken-text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Amended Credit Agreement attached as Exhibit A hereto. The amendments to the Existing Credit Agreement effected pursuant to this Section 4 shall occur immediately following the incurrence of the 2024 Refinancing Term Loans and the refinancing in full of the Existing Term Loans.

SECTION 5. Representations and Warranties. To induce the other parties hereto to enter into this Sixth Amendment, each Loan Party represents and warrants to the other parties hereto on the Sixth Amendment Effective Date as follows:

(a) The execution, delivery and performance by each Loan Party of this Sixth Amendment has been duly authorized by all necessary corporate or other organizational action. This Sixth Amendment and the Amended Credit Agreement constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws or other Laws affecting creditors' rights generally and by general principles of equity and principles of good faith and fair dealing.

(b) The representations and warranties of the Borrowers and each other Loan Party contained in Article V of the Existing Credit Agreement and in any other Loan Document, after giving effect to this Sixth Amendment, are true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties

shall be true and correct after giving effect to such materiality qualifier) on and as of the Sixth Amendment Effective Date; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(c) At the time of and immediately after giving effect to the Sixth Amendment and the Borrowings thereunder, no Default shall have occurred and be continuing.

SECTION 6. Sixth Amendment Effective Date. This Sixth Amendment shall become effective as of the first date (the “**Sixth Amendment Effective Date**”) on which each of the following conditions shall have been satisfied (or waived by the 2024 Refinancing Term Lenders and the Administrative Agent):

(a) The Administrative Agent shall have received a counterpart signature page of this Sixth Amendment duly executed by each Loan Party, the Administrative Agent and each 2024 Refinancing Term Lender (which, for the avoidance of doubt, shall constitute the Required Lenders).

(b) The Administrative Agent shall have received a certificate signed by a Responsible Officer of each Loan Party (i) attaching the articles of formation or other or formation documents of such Loan Party and the bylaws, operating agreement or comparable governing document of such Loan Party, in each case, certified by an appropriate Governmental Authority, to the extent applicable, or otherwise certifying there have been no changes to such formation or organizational documents since the date such documents were previously delivered to the Administrative Agent, (ii) certifying that attached thereto are the resolutions of the Board of Directors (or other governing body) of such Loan Party approving and authorizing the execution, delivery and performance of this Sixth Amendment and the other Loan Documents, as applicable, as being in full force and effect without modification or amendment as of the Sixth Amendment Effective Date, (iii) attaching signature and incumbency certificates of the Responsible Officers of such Loan Party executing Loan Documents to which it is a party and (iv) attaching the good standing certificates described in clause (c) below.

-3-

(c) The Administrative Agent shall have received a certificate of good standing, existence or its equivalent with respect to each Loan Party certified as of a recent date by the appropriate Governmental Authority of the state of incorporation or formation, as the case may be and to the extent such concept exists.

(d) (i) At least three (3) Business Days prior to the Sixth Amendment Effective Date, the Administrative Agent and the Lenders shall have received all documentation and other information about the Loan Parties that shall have been reasonably requested in writing at least ten (10) Business Days prior to the Sixth Amendment Effective Date and that the Administrative Agent and the Lenders reasonably determine is required by United States regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and (ii) if any Borrower (as defined in the Amended Credit Agreement) qualifies as a “legal entity” customer under the Beneficial Ownership Regulation, such Borrower shall deliver a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation in relation to such Borrower (as defined in the Amended Credit Agreement).

(e) The Administrative Agent shall have received a written legal opinion, reasonably satisfactory to it (addressed to it and each 2024 Refinancing Term Lender party hereto and dated the Sixth Amendment Effective Date) of:

(i) Simpson Thacher & Bartlett LLP New York counsel to the Loan Parties; and

(ii) Stikeman Elliot LLP, Alberta, British Columbia and Ontario counsel to the Loan Parties.

(f) Subject to the provisions of Section 10.04 of the Existing Credit Agreement, the Borrowers shall have paid all fees and other amounts due and payable to the Lead Arrangers and the Administrative Agent in connection with this Sixth Amendment, including reimbursement or payment of reasonable costs and expenses actually incurred by the Lead Arranger or the Administrative Agent in connection with this Sixth Amendment, including the reasonable fees, expenses and disbursements of counsel for the Lead Arranger and the Administrative Agent.

(g) The Administrative Agent shall have received:

(i) A Request for Credit Extension in respect of the 2024 Refinancing Term Loans to be made on the Sixth Amendment Effective Date; and

(ii) A notice of prepayment with respect to the Existing Term Loans in accordance with Section 2.05(a) of the Existing Credit Agreement.

(h) The Administrative Agent shall have received a solvency certificate, substantially in the form set forth in Exhibit Q to the Existing Credit Agreement (taking into account the nature of the transactions contemplated hereby), dated the Sixth Amendment Effective Date, of the Initial Borrower's President.

-4-

(i) This Sixth Amendment shall comply with Section 2.15(d) of the Existing Credit Agreement.

(j) The Administrative Agent shall have received a Co-Borrower Joinder Agreement, executed by Wrangler Holdco.

SECTION 7. Condition Subsequent to Sixth Amendment Effective Date.

(a) With respect to each existing Mortgage, not later than 90 days after the Sixth Amendment Effective Date (or such longer period as may be agreed by the Administrative Agent acting reasonably), the Initial Borrower shall cause the applicable Loan Parties to deliver to the Administrative Agent (a) an executed modification to each existing Mortgage, in form and substance reasonably satisfactory to the Administrative Agent, modifying any maximum secured amount stated therein and confirming that the Lien of such Mortgage secures the 2024 Refinancing Term Loans and otherwise ratifying and confirming the Lien of such Mortgage, and (b) a date down endorsement (or, to the extent not available in the applicable jurisdiction, a modification endorsement) to the applicable existing Mortgage Policy, in form and substance reasonably satisfactory to the Administrative Agent; *provided* that the Initial Borrower may, in lieu of (a) and (b), deliver to the Administrative Agent written or e-mail confirmation from local counsel in the jurisdiction in which the applicable Material Real Property is located substantially to the effect that the existing Mortgage secures the 2024 Refinancing Term Loans and no modification needs to be recorded to ensure the continuation of the Lien or to ensure the priority of the Lien of such Mortgage is not adversely affected.

SECTION 8. Effect of Amendment.

(a) Except as expressly set forth herein, this Sixth Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or Agents under the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other provision of the Amended Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other Loan Document in similar or different circumstances.

(b) From and after the Sixth Amendment Effective Date, (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the "Credit Agreement" in any other Loan Document shall be deemed a reference to the Amended Credit Agreement, (ii) each reference in any Loan Document to the "Term Lender", "Term Loans", "Lender" or "Loan" shall be deemed a reference to the 2024 Refinancing Term Lenders. This Sixth Amendment shall constitute a "Loan Document" for all purposes of the Amended Credit Agreement and the other Loan Documents and shall be deemed to be a "Refinancing Amendment" as defined in the Amended Credit Agreement and (iii) each reference in any Loan Document to "Lead Arrangers" shall include the Lead Arrangers.

-5-

(c) Each Loan Party hereby (i) acknowledges that it has reviewed the terms and provisions of this Sixth Amendment, (ii) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party, (iii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, each grant of security made by such Loan Party pursuant to the Collateral Documents) and confirms that such liens and security interests continue to secure the Obligations under the Loan Documents (including, for the avoidance of doubt, all Obligations, Obligations Secured and Guaranteed Obligations in respect of the 2024 Refinancing Term Loans made available hereunder, each as defined in the applicable Loan Document), subject to the terms thereof, (iv) acknowledges and agrees that each Loan Document to which it is a party or otherwise bound shall continue and remain in full force and effect and all of its obligations thereunder shall be valid and enforceable and not be impaired or limited by the execution of this Sixth Amendment and (v) in the case of each Guarantor, ratifies and reaffirms its guaranty of the Obligations, Obligations Secured, and Guaranteed Obligations (each as defined in the applicable Loan Document) (including, for the avoidance of doubt, all such obligations in respect of the 2024 Refinancing Term Loans made available hereunder) pursuant to the Guaranty.

(d) Each party hereto agrees and acknowledges that this Sixth Amendment constitutes all notices or requests required under Sections 10.01 and 2.15 of the Existing Credit Agreement, and to the extent inconsistent with any requirement or provision thereof, hereby waives any such inconsistency in effecting the amendments, agreements and undertakings provided herein.

SECTION 9. Amendments; Severability. This Sixth Amendment may not be amended nor may any provision hereof be waived except pursuant to Section 10.01 of the Amended Credit Agreement. If any provision of this Sixth Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Sixth Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10. GOVERNING LAW; Waiver of Jury Trial; Jurisdiction; Indemnification. THIS SIXTH AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SIXTH AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The indemnification and limitation of liability provisions of Sections 10.15(b) and (c), 10.16 and 10.21 of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*. The provisions of Section 10.05 of the Amended Credit Agreement apply *mutatis mutandis* to the Lead Arrangers, their respective Affiliates and their respective Indemnitees in connection with this Sixth Amendment.

SECTION 11. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Sixth Amendment.

SECTION 12. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Sixth Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature” and words of like import in this Sixth Amendment relating to the execution and delivery of this Sixth Amendment shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

-6-

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Address:

100 New Park Place #500,
Vaughan, ON, L4K 0H9

GFL ENVIRONMENTAL INC.

By: /s/ Patrick Dovigi

Attention: Chief Executive Officer
Telecopier: 416-673-9380

Patrick Dovigi
President and Chief Executive Officer

I have the authority to bind the above-listed corporation.

Address:

100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

GFL ENVIRONMENTAL HOLDINGS (US), INC.

By: /s/ Patrick Dovigi

Patrick Dovigi
President

[Signature Page to Sixth Amendment]

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer
Telecopier: 416-673-9380

**1877984 ONTARIO INC.
MID CANADA ENVIRONMENTAL SERVICES LTD.
GFL MARITIMES INC.
1248544 ONTARIO LTD.
2481638 ONTARIO INC.
2779572 ONTARIO INC.
2779573 ONTARIO INC.
2779574 ONTARIO INC.
ACCUWORX INC.
SMITHRITE EQUIPMENT PAINTING & REPAIR LTD.
2313159 ALBERTA ULC
2353961 ALBERTA ULC
2354010 ALBERTA ULC
TERRATEC ENVIRONMENTAL LTD.
GFL ENVIRONMENTAL SFS INC.
2406925 ALBERTA ULC
GFL UTILITY SERVICES INC.
GFL ENVIRONMENTAL SERVICES INC.
1000149403 ONTARIO INC.
GREENISLE ENVIRONMENTAL INC.
NORTH ROAD HOLDINGS LTD.
SUPERIOR SANITATION SERVICES LTD.
GFL ENVIRONMENTAL 2024 INC.
GFL RENEWABLES INC.
2518459 ONTARIO INC.
1000911254 Ontario Inc.
1000911292 Ontario Inc.
each as Guarantor**

By: /s/ Patrick Dovigi

Patrick Dovigi
President

I have the authority to bind each of the above-listed corporations.

[Signature Page to Sixth Amendment]

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

GFL ENVIRONMENTAL HOLDINGS (US), INC.
GFL HOLDCO (US), LLC
GFL ENVIRONMENTAL REAL PROPERTY, INC.
BALDWIN PONTIAC LLC
GFL NORTH MICHIGAN LANDFILL, LLC
GFL ENVIRONMENTAL SERVICES USA, INC.
GFL EARTH SERVICES, INC.
WRANGLER HOLDCO CORP.
WASTE INDUSTRIES USA, LLC
ETC OF GEORGIA, LLC
HAW RIVER LANDCO, LLC
L&L DISPOSAL, LLC
LAKEWAY LANDCO, LLC
LAKEWAY SANITATION & RECYCLING C&D, LLC
LAKEWAY SANITATION & RECYCLING MSW, LLC
LAURENS COUNTY LANDFILL, LLC
RED ROCK DISPOSAL, LLC
SAFEGUARD LANDFILL MANAGEMENT, LLC
SAMPSON COUNTY DISPOSAL, LLC
SOUTHEASTERN DISPOSAL, LLC
TRANSWASTE SERVICES, LLC
WAKE COUNTY DISPOSAL, LLC
WAKE RECLAMATION, LLC
WASTE INDUSTRIES ATLANTA, LLC
WASTE INDUSTRIES OF TENNESSEE, LLC
WASTE INDUSTRIES, LLC
WASTE SERVICES OF DECATUR, LLC
WI BURNT POPLAR TRANSFER, LLC
WI HIGH POINT LANDFILL, LLC
WI SHILOH LANDFILL, LLC
WILMINGTON LANDCO, LLC
SOIL SAFE, INC.
SOIL SAFE OF CALIFORNIA, INC.
GFL OF VIRGINIA, LLC
GFL SOUTHWEST VIRGINIA, LLC
J&E RECYCLING, LLC
GFL RECYCLING OF VIRGINIA, LLC
GFL (CW) HOLDCO, LLC
WEXFORD COUNTY LANDFILL, LLC
WEXFORD WATER TECHNOLOGIES, LLC
AMERICAN WASTE, INC.
HAZAR-BESTOS CORPORATION
NORTHERN A-1 INDUSTRIAL SERVICES, L.L.C.
EMA DEVELOPMENT, LLC
NORTHEASTERN ENVIRONMENTAL, LLC

[Signature Page to Sixth Amendment]

SWD SPECIALTIES, LLC

NORTHEASTERN EXPLORATION, INC.
GFL SLIM JIM 2, LLC
GFL SLIM JIM 3, LLC
WASTE CORPORATION OF MISSOURI, LLC
GFL SOLID WASTE MIDWEST LLC
WCA WASTE CORPORATION
WCA WASTE SYSTEMS, INC.
WASTE CORPORATION OF ARKANSAS, LLC
WASTE CORPORATION OF KANSAS, LLC
WASTE CORPORATION OF TENNESSEE, LLC
WCA – KANSAS CITY TRANSFER, LLC
WCA MANAGEMENT GENERAL, INC.
WCA MANAGEMENT LIMITED, INC.
WCA OF ALABAMA, L.L.C.
WCA OF CENTRAL FLORIDA, INC.
WCA OF OKLAHOMA, LLC
WCA TEXAS MANAGEMENT GENERAL, INC.
JONES SANITATION, L.L.C.
GFL EVERGLADES HOLDINGS LLC
GFL SOLID WASTE SOUTHEAST LLC
MONTGOMERY TRANSFER STATION, LLC
OPELIKA TRANSFER STATION, LLC
COBB COUNTY TRANSFER STATION, LLC
GWINNETT TRANSFER STATION, LLC
SMYRNA TRANSFER STATION, LLC
EAGLE POINT LANDFILL, LLC
STONE’S THROW LANDFILL, LLC
WELCOME ALL TRANSFER STATION, LLC
GFL MUSKEGO LLC
EMERALD PARK LANDFILL, LLC
GLACIER RIDGE LANDFILL, LLC
HICKORY MEADOWS LANDFILL, LLC
MALLARD RIDGE LANDFILL, INC.
LAND & GAS RECLAMATION, INC.
SEVEN MILE CREEK LANDFILL, LLC
N.E. LAND FILL, LLC
PAULS VALLEY LANDFILL, LLC
SOONER WASTE, L.L.C.
EAGLE BLUFF LANDFILL, INC.
TALLASSEE WASTE DISPOSAL CENTER, INC.
ARBOR HILLS LANDFILL, INC.
EAGLE RIDGE LANDFILL, LLC
ZION LANDFILL, INC.
GFL US 8, LLC
GFL WRANGLER HOLDCO US 2, INC.
GFL WRANGLER US 1, LLC

[Signature Page to Sixth Amendment]

GFL WRANGLER US 2, LLC
GFL WRANGLER US 3, LLC
GFL WRANGLER US 4, LLC
GFL WRANGLER US 5, LLC

GFL WRANGLER US 6, LLC
OTIS ROAD LANDFILL, LLC
DAFTER SANITARY LANDFILL, INC.
PH LAND, LLC
ALABAMA DUMPSTER SERVICE, L.L.C.
ROCK 'N BAR D, LLC
GFL US 11, LLC
COULTER COMPANIES, INC.
CLINTON LANDFILL, INC.
PDC SERVICES, INC.
COULTER CONSTRUCTION COMPANY
AREA DISPOSAL SERVICE, INC.
TAZEWELL COUNTY LANDFILL, INC.
PEORIA CITY/COUNTY LANDFILL, INC.
HICKORY RIDGE LANDFILL, INC.
WOOD ISLAND WASTE MANAGEMENT, INC.
GFL (TEXAS) REAL PROPERTY LLC
GFL RECYCLING CENTER - NORTHEAST, LLC
GFL TRIPLE-S COMPOST, LLC
SUGAR LANDFILL, L.P.
CONROE LANDFILL, LP
GFL PLANT SERVICES LP
GFL US 7, L.P.
GFL WRANGLER US, L.P.
GFL US 9, L.P.
GFL OF TEXAS, LP
FORT BEND REGIONAL LANDFILL, L.P.
RUFFINO HILLS TRANSFER STATION, L.P.
WCA MANAGEMENT COMPANY, LP
WCA GP LLC
GFL RENEWABLES LLC
GFL BIRMINGHAM, LLC
GFL FLORIDA HOLDING COMPANY LLC
BUNN EXCAVATING, INC.
HOOSIER LANDFILL, INC.
BUNN BOX, LLC
1877984 DELAWARE, LLC
GFL US 12, LLC
GFL US 13, LLC
CENTRAL MISSOURI RENEWABLE NATURAL GAS, LLC

[Signature Page to Sixth Amendment]

FIELDING US REAL ESTATE CO LLC
each as Guarantor

By: /s/ Patrick Dovigi

Patrick Dovigi
President

BLACK CREEK RENEWABLE ENERGY, LLC

By: Waste Industries USA, LLC, its manager

By: /s/ Patrick Dovigi
Patrick Dovigi
President

BRENT RUN LANDFILL, INC.

By: /s/ Patrick Dovigi
Patrick Dovigi
Director

[Signature Page to Sixth Amendment]

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

GFL ENVIRONMENTAL USA INC.
as Guarantor

By: /s/ Patrick Dovigi
Patrick Dovigi
President

[Signature Page to Sixth Amendment]

Address:

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9

Attention: Chief Executive Officer

Telecopier: 416-673-9380

TOTTENHAM AIRFIELD CORPORATION INC.
MOUNT ALBERT PIT INC.
each as Guarantor

By: /s/ John Bailey
John Bailey
President and Secretary

I have the authority to bind each of the above-listed corporations.

[Signature Page to Sixth Amendment]

Address:

NORTH ANDREWS EMPLOYMENT PARK, LLC
SOUTH ANDREWS EMPLOYMENT PARK, LLC

c/o GFL Environmental Inc.
100 New Park Place #500,
Vaughan, ON, L4K 0H9
Attention: Chief Executive Officer
Telecopier: 416-673-9380

each as Guarantor

By: /s/ Patrick Dovigi
Patrick Dovigi
Manager

[Signature Page to Sixth Amendment]

BARCLAYS BANK PLC,
as Administrative Agent

By: /s/ Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

[Signature Page to Sixth Amendment]

JPMORGAN CHASE BANK, N.A.,
as 2024 Refinancing Term Lender

By: /s/ Anthony Galea
Name: Anthony Galea
Title: Managing Director

[Signature Page to Sixth Amendment]

SCHEDULE 1

[On file with the Administrative Agent]

[Signature Page to Sixth Amendment]

EXHIBIT A

AMENDED CREDIT AGREEMENT

[Attached]

Execution Version

EXHIBIT A

AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT

Originally dated as of September 30, 2016

as amended and restated as of May 31, 2018, as further amended as of November 14, 2018, as further amended as of December 22, 2020, as further amended as of January 31, 2023, ~~and~~ as further amended as of September 22, 2023, and as further amended as of July 3, 2024

among

GFL ENVIRONMENTAL INC.,
as the Borrower,

BARCLAYS BANK PLC,
as the Administrative Agent and Collateral Agent,

and

THE LENDERS PARTY HERETO

JPMORGAN CHASE BANK, N.A.,

BARCLAYS BANK PLC,

BMO CAPITAL MARKETS CORP.,

GOLDMAN SACHS LENDING PARTNERS LLC,

ROYAL BANK OF CANADA,

THE BANK OF NOVA SCOTIA,

CANADIAN IMPERIAL BANK OF COMMERCE,

STIFEL NICOLAUS AND COMPANY, INCORPORATED,

TD SECURITIES (USA) LLC,

NATIONAL BANK OF CANADA FINANCIAL INC.,

ATB FINANCIAL,

and

Table of Contents

	<u>Page</u>
ARTICLE I	
Definitions and Accounting Terms	2
Section 1.01 <u>Defined Terms</u>	2
Section 1.02 <u>Other Interpretive Provisions</u>	6980
Section 1.03 <u>Accounting Terms</u>	7080
Section 1.04 <u>Rounding</u>	7080
Section 1.05 <u>References to Agreements, Laws, Etc.</u>	7081
Section 1.06 <u>Times of Day</u>	7081
Section 1.07 <u>Certain Calculations</u>	7181
Section 1.08 <u>Pro Forma Calculations</u>	7181
Section 1.09 <u>Currency Equivalents Generally</u>	7485
Section 1.10 <u>Certifications</u>	7485
Section 1.11 <u>Payment or Performance</u>	7485
Section 1.12 <u>Quebec Interpretation Clause</u>	7486
Section 1.13 <u>Treatment of Subsidiaries Prior to Joinder</u>	7586
Section 1.14 <u>Limited Condition Transactions</u>	7586
Section 1.15 <u>Divisions</u>	7687
Section 1.16 <u>Rates</u>	87
ARTICLE II	
The Commitments and Borrowings	7688
Section 2.01 <u>The Loans</u>	7688
Section 2.02 <u>Borrowings, Conversions and Continuations of Loans</u>	7790
Section 2.03 <u>[reserved]</u>	8092
Section 2.04 <u>[reserved]</u>	8092
Section 2.05 <u>Prepayments</u>	8093
Section 2.06 <u>Termination or Reduction of Commitments</u>	94105
Section 2.07 <u>Repayment of Loans</u>	92106
Section 2.08 <u>Interest</u>	93108
Section 2.09 <u>Fees</u>	93109
Section 2.10 <u>Computation of Interest and Fees</u>	94109
Section 2.11 <u>Evidence of Indebtedness</u>	94110
Section 2.12 <u>Payments Generally</u>	95110
Section 2.13 <u>Sharing of Payments, Etc.</u>	97112
Section 2.14 <u>Incremental Credit Extensions</u>	97113
Section 2.15 <u>Refinancing Amendments</u>	101116
Section 2.16 <u>[Reserved]</u>	105121
Section 2.17 <u>Extended Term Loans</u>	105121
Section 2.18 <u>[Reserved]</u>	108124

Table of Contents
(continued)

	<u>Page</u>
Section 2.19 <u>Defaulting Lenders</u>	108 124
Section 2.20 <u>Loan Repricing Protection</u>	108 125
Section 2.21 <u>Appointment of Joint and Several Co-Borrowers</u>	108 125
 ARTICLE III	
Taxes, Increased Costs Protection and Illegality	110 127
Section 3.01 <u>Taxes</u>	110 127
Section 3.02 <u>Illegality</u>	114 132
Section 3.03 <u>Benchmark Replacement Setting; Inability to Determine Rates</u>	115 132
Section 3.04 <u>Increased Cost and Reduced Return; Capital Adequacy; Reserves on Term SOFR Loans, etc.</u>	116 134
Section 3.05 <u>Funding Losses</u>	118 136
Section 3.06 <u>Matters Applicable to All Requests for Compensation</u>	118 136
Section 3.07 <u>Replacement of Lenders under Certain Circumstances</u>	120 138
Section 3.08 <u>Survival</u>	121 140
 ARTICLE IV	
Conditions Precedent to Credit Extensions	121 140
Section 4.01 <u>Conditions to Initial Credit Extension</u>	121 140
Section 4.02 <u>Conditions to All Credit Extensions after the Closing Date</u>	123 142
Section 4.03 <u>Conditions to First Amendment Effectiveness</u>	124 143
Section 4.04 <u>Conditions to All Borrowings of Delayed Draw Term Loans</u>	124 143
 ARTICLE V	
Representations and Warranties	125 144
Section 5.01 <u>Existence, Qualification and Power</u>	125 144
Section 5.02 <u>Authorization; No Contravention</u>	125 144
Section 5.03 <u>Governmental Authorization; Other Consents</u>	126 144
Section 5.04 <u>Binding Effect</u>	126 145
Section 5.05 <u>Financial Statements; No Material Adverse Effect</u>	126 145
Section 5.06 <u>Litigation</u>	126 145
Section 5.07 <u>Labor Matters</u>	126 145
Section 5.08 <u>Ownership of Property; Liens</u>	126 145
Section 5.09 <u>Environmental Matters</u>	127 145
Section 5.10 <u>Taxes</u>	127 145
Section 5.11 <u>Benefits</u>	127 146
Section 5.12 <u>Subsidiaries</u>	127 146
Section 5.13 <u>Margin Regulations; Investment Company Act</u>	128 146
Section 5.14 <u>Disclosure</u>	128 147
Section 5.15 <u>Intellectual Property; Licenses, Etc.</u>	128 147

Table of Contents
(continued)

Section 5.16	<u>Solvency</u>	129 147
Section 5.17	<u>[Reserved]</u>	129 148
Section 5.18	<u>Compliance with Laws; PATRIOT Act; FCPA; OFAC</u>	129 148
Section 5.19	<u>Collateral Documents</u>	129 148

ARTICLE VI

Affirmative Covenants

Section 6.01	<u>Financial Statements</u>	130 149
Section 6.02	<u>Certificates; Other Information</u>	131 151
Section 6.03	<u>Notices</u>	133 153
Section 6.04	<u>Payment of Taxes</u>	134 153
Section 6.05	<u>Preservation of Existence, Etc.</u>	134 153
Section 6.06	<u>Maintenance of Properties</u>	134 153
Section 6.07	<u>Maintenance of Insurance</u>	134 154
Section 6.08	<u>Compliance with Laws</u>	134 154
Section 6.09	<u>Sanctions and Anti-Corruption</u>	135 154
Section 6.10	<u>Lender Conference Calls</u>	135 154
Section 6.11	<u>Books and Records; Inspection and Audit Rights</u>	135 154
Section 6.12	<u>Covenant to Guarantee Obligations and Give Security</u>	135 155
Section 6.13	<u>Compliance with Environmental Laws</u>	137 156
Section 6.14	<u>Further Assurances</u>	137 157
Section 6.15	<u>Designation of Subsidiaries</u>	138 158
Section 6.16	<u>Maintenance of Ratings</u>	139 158
Section 6.17	<u>Post-Closing Actions</u>	139 159
Section 6.18	<u>Use of Proceeds</u>	139 159
Section 6.19	<u>Change in Nature of Business</u>	139 159

ARTICLE VII

Negative Covenants

Section 7.01	<u>Liens</u>	140 160
Section 7.02	<u>Investments</u>	146 166
Section 7.03	<u>Indebtedness</u>	150 171
Section 7.04	<u>Fundamental Changes</u>	154 176
Section 7.05	<u>Dispositions</u>	156 177
Section 7.06	<u>Restricted Payments</u>	159 181
Section 7.07	<u>Changes in Fiscal Periods</u>	163 185
Section 7.08	<u>Transactions with Affiliates</u>	163 185
Section 7.09	<u>Burdensome Agreements</u>	166 189
Section 7.10	<u>Negative Pledge</u>	167 191
Section 7.11	<u>[Reserved]</u>	168 191

Table of Contents (continued)

Section 7.12	<u>Prepayments, Etc. of Indebtedness; Certain Amendments</u>	168 191
---------------------	--	--------------------

ARTICLE VIII

Events of Default and Remedies	169192
Section 8.01 <u>Events of Default</u>	169192
Section 8.02 <u>Remedies upon Event of Default</u>	171195
Section 8.03 <u>Application of Funds</u>	172195
Section 8.04 <u>[Reserved]</u>	172196
Section 8.05 <u>Clean Up Period</u>	172196

ARTICLE IX

Administrative Agent and Other Agents	173196
Section 9.01 <u>Appointment and Authority of the Administrative Agent</u>	173196
Section 9.02 <u>Rights as a Lender</u>	174197
Section 9.03 <u>Exculpatory Provisions</u>	174198
Section 9.04 <u>Reliance by Agents</u>	175199
Section 9.05 <u>Delegation of Duties</u>	175199
Section 9.06 <u>Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders; Disclosure of Information by Agents</u>	176200
Section 9.07 <u>Indemnification of Agents</u>	176200
Section 9.08 <u>No Other Duties; Other Agents, Lead Arrangers, Managers, Etc.</u>	177201
Section 9.09 <u>Resignation and Removal of Administrative Agent</u>	177201
Section 9.10 <u>Administrative Agent May File Proofs of Claim</u>	178202
Section 9.11 <u>Collateral and Guaranty Matters</u>	179203
Section 9.12 <u>Appointment of Supplemental Administrative Agents</u>	180205
Section 9.13 <u>Intercreditor Agreements</u>	181206
Section 9.14 <u>Secured Cash Management Agreements and Secured Hedge Agreements</u>	182206
Section 9.15 <u>Withholding Taxes</u>	182206

ARTICLE X

Miscellaneous	182207
Section 10.01 <u>Amendments, Etc.</u>	182207
Section 10.02 <u>Notices and Other Communications; Facsimile Copies</u>	186210
Section 10.03 <u>No Waiver; Cumulative Remedies</u>	188213
Section 10.04 <u>Attorney Costs and Expenses</u>	188213
Section 10.05 <u>Indemnification by the Borrower</u>	189214
Section 10.06 <u>Marshaling; Payments Set Aside</u>	191215
Section 10.07 <u>Successors and Assigns</u>	192216
Section 10.08 <u>Confidentiality</u>	200225

Table of Contents (continued)

	<u>Page</u>
Section 10.09 <u>Set-off</u>	201226
Section 10.10 <u>Interest Rate Limitation</u>	202227
Section 10.11 <u>Counterparts; Integration; Effectiveness</u>	202227
Section 10.12 <u>Electronic Execution of Assignments and Certain Other Documents</u>	202227
Section 10.13 <u>Survival of Representations and Warranties</u>	203228
Section 10.14 <u>Severability</u>	203228
Section 10.15 <u>GOVERNING LAW, JURISDICTION AND ARBITRATION</u>	203228
Section 10.16 <u>WAIVER OF RIGHT TO TRIAL BY JURY</u>	204229
Section 10.17 <u>Binding Effect</u>	204229

Section 10.18	<u>Lender Action</u>	204229
Section 10.19	<u>[Reserved]</u>	205229
Section 10.20	<u>PATRIOT Act Notice</u>	205229
Section 10.21	<u>Service of Process</u>	205230
Section 10.22	<u>No Advisory or Fiduciary Responsibility</u>	205230
Section 10.23	<u>Judgment Currency</u>	205230
Section 10.24	<u>Cashless Settlement</u>	206231
Section 10.25	<u>Appointment of Hypothecary Representative for Quebec Security</u>	206231
Section 10.26	<u>Acknowledgement and Consent to Bail-In of Affected Financial Institutions</u>	206231
Section 10.27	<u>Acknowledgment Regarding Any Supported QFCs</u>	207232
Section 10.28	<u>Certain ERISA Matters</u>	207232

Table of Contents
(continued)

Page

SCHEDULES

1.01B	Material Real Property
1.01C	Certain Security Interests and Guarantees
2.01	Commitments
5.12	Subsidiaries and Other Equity Investments
6.17	Post-Closing Actions
7.01(b)	Existing Liens
7.02(f)	Existing Investments
7.03(b)	Existing Indebtedness
7.05(w)	Dispositions
7.08	Transactions with Affiliates
10.02	Administrative Agent's Office, Certain Addresses for Notices

EXHIBITS

Form of

A	Loan Notice
B	[reserved]
C	Compliance Certificate
D	Term Note
E-1	Assignment and Assumption
E-2	Affiliate Assignment Notice
F	Guaranty
G-1	U.S. Security Agreement
G-2	General Security Agreement
G-3	Deed of Hypothec
H-1	Non-Bank Certificate (For Foreign Lenders Not Treated as Partnerships)
H-2	Non-Bank Certificate (For Foreign Lenders Treated as Partnerships)
H-3	Non-Bank Certificate (For Foreign Participants Not Treated as Partnerships)
H-4	Non-Bank Certificate (For Foreign Participants Treated as Partnerships)
I	Intercompany Note
J	Discount Range Prepayment Notice
K	Discount Range Prepayment Offer
L	Solicited Discounted Prepayment Notice

M	Solicited Discounted Prepayment Offer
N	Specified Discount Prepayment Notice
O	Specified Discount Prepayment Response
P	Acceptance and Prepayment Notice
Q	Solvency Certificate
R	Co-Borrower Joinder Agreement

AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT

This AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT (this “**Agreement**”) is entered into as of May 31, 2018, by and among GFL Environmental Inc., a corporation amalgamated and existing under the laws of the Province of Ontario (the “**Initial Borrower**”), Citibank, N.A., as administrative agent, and Barclays Bank PLC, as collateral agent under the Loan Documents, and each lender from time to time party hereto (collectively, the “**Lenders**” and, individually, each, a “**Lender**”).

PRELIMINARY STATEMENTS

The Borrower, Barclays Bank PLC, as administrative agent and collateral agent (the “**Existing Administrative Agent**”), and each Lender from time to time party thereto are parties to the Term Loan Credit Agreement dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”).

The Existing Credit Agreement provided the Borrower with Initial Canadian Term Loans on the Closing Date in an initial aggregate principal amount of C\$130,000,000 and Initial U.S. Term Loans on the Closing Date in an initial aggregate principal amount of \$370,000,000 and, on the First Amendment Effective Date, the Borrower was provided an incremental term loan facility in an aggregate principal amount not exceeding \$905,000,000, comprising (a) term loans, which were incurred on the First Amendment Effective Date in an aggregate principal amount of \$805,000,000 and were used to repay in full the Initial Term Loans outstanding as of the First Amendment Effective Date and to finance a portion of the cash consideration in connection with the First Amendment Transactions and the other transactions contemplated thereby herein (including fees and expenses in connection with the First Amendment) and (b) delayed draw term loans in an aggregate principal amount of \$100,000,000, which were incurred on October 15, 2018 in connection with Pre-Approved Acquisitions.

As of the First Amendment Effective Date, all Initial Term Loans (and any accrued and unpaid interest thereon) under the Existing Credit Agreement was repaid in full.

The Borrower has requested the Additional 2018 Incremental Term Lenders to provide, on the terms and subject to the conditions set forth in the Second Amendment and herein, New Term Loans on the Second Amendment Effective Date (as defined below) in an aggregate principal amount of \$1,710,000,000 to be used to finance a portion of the consideration paid in connection with the Borrower’s acquisition (the “**Acquisition**”), indirectly through Betty Merger Sub Inc., a newly-formed Delaware corporation and an indirect, wholly-owned subsidiary of the Borrower (the “**Buyer**”), of Wrangler Super Holdco Corp., a corporation organized under the laws of Delaware (the “**Target**”), from the equity holders thereof, pursuant to the Agreement and Plan of Merger, dated as of October 9, 2018 (together with all exhibits, schedules and other disclosure letters thereto, collectively, and as amended prior to the date hereof, the “**Merger Agreement**”) by and among the Buyer, GFL Environmental Holdings (US), Inc., a Delaware corporation and the indirect parent of the Borrower, the Target, solely for purposes of Article X thereof, the Borrower and the securityholder representative identified therein. Pursuant to the Merger Agreement, the Buyer will merge with and into the Target, with the Target remaining as the surviving corporation of the merger and becoming a wholly-owned, indirect subsidiary of the Borrower.

The Existing Administrative Agent, the Administrative Agent, the Collateral Agent and each of the Lenders party to the First Amendment have agreed to (a) amend the Existing Credit Agreement to provide for the 2018 Incremental Term Loans extended by the 2018 Incremental Term Lenders and (b) make certain other amendments to the Existing Credit Agreement.

The Lenders have indicated their willingness to lend on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree that the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I

Definitions and Accounting Terms

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“2018 Incremental Term Commitment” has the meaning specified in the First Amendment.

“2018 Incremental Term Lender” has the meaning specified in the First Amendment.

“2018 Incremental Term Loan” means (i) prior to the Second Amendment Effective Date, the “2018 Incremental Term Loans” under and as defined in the First Amendment and (ii) on and following the Second Amendment Effective Date, the collective reference to the 2018 Incremental Term Loans made to the Borrower pursuant to the First Amendment on the First Amendment Effective Date and the Additional 2018 Incremental Term Loans made to the Borrower pursuant to the Second Amendment on the Second Amendment Effective Date.

“2020 Refinancing Term Commitment” means, with respect to each 2020 Refinancing Term Lender, its commitment to make 2020 Refinancing Term Loans to the Borrower on the Third Amendment Effective Date. The aggregate amount of 2020 Refinancing Term Commitments on the Third Amendment Effective Date is \$1,312,943,295.47. The 2020 Refinancing Term Commitments shall automatically terminate on the Third Amendment Effective Date upon the funding of the 2020 Refinancing Term Loans.

“2020 Refinancing Term Lender” has the meaning specified in the Third Amendment.

“2020 Refinancing Term Loan” means the meaning specified in the Third Amendment.

“2023 Refinancing Term Commitment” means, with respect to each 2023 Refinancing Term Lender, its commitment to make 2023 Refinancing Term Loans to the Borrower on the Fourth Amendment Effective Date. The aggregate amount of 2023 Refinancing Term Commitments on the Fourth Amendment Effective Date is \$1,286,684,429.55. The 2023 Refinancing Term Commitments shall automatically terminate on the Fourth Amendment Effective Date upon the funding of the 2023 Refinancing Term Loans.

“2023 Refinancing Term Lender” has the meaning specified in the Fourth Amendment.

“2023 Refinancing Term Loan” means the meaning specified in the Fourth Amendment.

“2023-A Refinancing Term Commitment” means, with respect to each 2023-A Refinancing Term Lender, its commitment to make 2023-A Refinancing Term Loans to the Borrower on the Fifth Amendment Effective Date. The aggregate amount of 2023-A Refinancing Term Commitments on the Fifth Amendment Effective Date is \$729,000,000.00. The 2023-A Refinancing Term Commitments shall automatically terminate on the Fifth Amendment Effective Date upon the funding of the 2023-A Refinancing Term Loans.

“2023-A Refinancing Term Lender” has the meaning specified in the Fifth Amendment.

“2023-A Refinancing Term Loan” means the meaning specified in the Fifth Amendment.

“2024 Refinancing Term Commitment” means, with respect to each 2024 Refinancing Term Lender, its commitment to make 2024 Refinancing Term Loans to the Borrower on the Sixth Amendment Effective Date. The aggregate amount of 2024 Refinancing Term Commitments on the Sixth Amendment Effective Date is \$725,000,000. The 2024 Refinancing Term Commitments shall automatically terminate on the Sixth Amendment Effective Date upon the funding of the 2024 Refinancing Term Loans.

“2024 Refinancing Term Lender” has the meaning specified in the Sixth Amendment.

“2024 Refinancing Term Loan” means the meaning specified in the Sixth Amendment.

“Acceptable Discount” has the meaning specified in Section 2.05(a)(v)(D)(2).

“Acceptable Prepayment Amount” has the meaning specified in Section 2.05(a)(v)(D)(3).

“Acceptance and Prepayment Notice” means a notice of the applicable Borrower Party’s acceptance of the Acceptable Discount in substantially the form of Exhibit P.

“Acceptance Date” has the meaning specified in Section 2.05(a)(v)(D)(2).

“Additional 2018 Incremental Term Commitment” means, with respect to each Additional 2018 Incremental Term Lender, its commitment to make Additional 2018 Incremental Term Loans to the Borrower on the Second Amendment Effective Date, as the same may be (i) reduced from time to time pursuant to Section 2.06 hereof and (ii) reduced or increased from time to time pursuant to (A) assignments by or to such Additional Incremental Term Lender pursuant to an Assignment and Assumption in accordance with the terms hereof, (B) an Incremental Amendment, (C) a Refinancing Amendment, (D) an Extension Amendment or (E) an amendment hereof in respect of Replacement Term Loans. The aggregate amount of Additional 2018 Incremental Term Commitments on the Second Amendment Effective Date is \$1,710,000,000. The Additional 2018 Incremental Term Commitments shall automatically terminate on the Second Amendment Effective Date upon the funding of the Additional 2018 Incremental Term Loans.

“Additional 2018 Incremental Term Lender” means each Lender party to the Second Amendment providing the Additional 2018 Incremental Term Loans on the Second Amendment Effective Date.

“Additional 2018 Incremental Term Loan” means the New Term Loans provided to the Borrower pursuant to the Second Amendment on the Second Amendment Effective Date in an aggregate principal amount not exceed \$1,710,000,000.

“Additional Lender” means, at any time, any bank, other financial institution or other entity that, in any case, is not an existing Lender and that agrees to provide any portion of any (a) New Revolving Commitment, New Term Commitment or New Term Loan in accordance with Section 2.14, (b) Refinancing Loans or Refinancing Term Commitments in accordance with Section 2.15 or (c) Replacement Term Loans pursuant to Section 10.01; *provided* that each Additional Lender shall be subject to the approval of the Administrative Agent (such approval not to be unreasonably withheld or delayed), in each case to the extent any such consent would be required from the Administrative Agent under Section 10.07(b)(iii)(B) for an assignment of Loans to such Additional Lender, and the consent of the Borrower, to the extent required under Section 10.07(b)(iii)(A); *provided further* that no Additional Lender shall be a Disqualified Institution, any other Person that is not an Eligible Assignee or the Borrower or any Subsidiary thereof.

“Administrative Agent” means, prior to the Second Amendment Effective Date, Citi, and on and after the Second Amendment Effective Date, Barclays and any successor thereto.

“Administrative Agent Fee Letter” means the Agency Fee Letter, dated as of the Second Amendment Effective Date, between Barclays and the Borrower.

“Administrative Agent’s Office” means the Administrative Agent’s address and account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. **“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controls” and “Controlled” have meanings correlative thereto.

“Affiliated Debt Fund” means any Affiliate of any Equity Sponsor (other than a natural person) that is a bona fide debt fund, proprietary trading desk, investment vehicle or other similar business or entity organized for the purpose of underwriting, arranging, syndicating, investing in, trading or managing debt obligations that is either primarily engaged in, or advises funds, entities or other investment vehicles that are engaged in underwriting, arranging, syndicating, making, purchasing, holding or otherwise investing in loans, bonds and similar extensions of credit or securities in the ordinary course, but only to the extent that no personnel involved with the investment in any equity fund which has a direct or indirect equity investment in Borrower or any other Subsidiary makes (or has the right to make or participate with others in making) investment decisions on such Affiliate’s behalf.

“Affiliated Lender” means, at any time, any Affiliate of the Borrower (other than (a) a natural Person, (b) the Borrower or any of its Subsidiaries and (c) any Affiliated Debt Fund) that is a Lender under the Facility.

“Affiliated Lender Cap” has the meaning specified in Section 10.07(h)(iii).

“Agent Parties” has the meaning specified in Section 10.02(d).

“Agent-Related Distress Event” means with respect to the Agents or any Person that directly or indirectly Controls the Agents, as the case may be (each, a **“Distressed Agent-Related Person”**), a voluntary or involuntary case with respect to such Distressed Agent-Related Person under any Debtor Relief Law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Agent-Related Person or any substantial part of such Distressed Agent-Related Person’s assets, or such Distressed Agent-Related Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority (having regulatory authority over such Distressed Agent-Related Person) to be, insolvent or bankrupt; *provided* that an Agent-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Equity Interests in the Agents or any Person that directly or indirectly Controls the Agents, as the case may be, by a Governmental Authority.

“Agent-Related Persons” means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents, attorney-in-fact, partners, trustees and advisors of such Persons and of such Persons’ Affiliates.

“Agents” means, collectively, the Administrative Agent, the Collateral Agent and the Supplemental Administrative Agents (if any).

“Aggregate Commitments” means the Commitments of all the Lenders.

“Agreement” has the meaning specified in the introductory paragraph to this Agreement.

“AHYDO Catch-Up Payment” means any payment, including subordinated debt obligations, in each case to avoid the disallowance of deductions pursuant to Section 163(e)(5) of the Code.

“All-In Yield” means, as to any Indebtedness, the yield thereof, whether in the form of interest rate, margin, OID, upfront fees, a Term SOFR floor, Base Rate floor, CDOR Rate floor, Canadian Prime Rate floor or otherwise, in each case, payable by the Borrower; *provided* that OID and upfront fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the stated life to maturity at the time of incurrence of the applicable Indebtedness); and *provided, further*, that “All-In Yield” shall not include (x) arrangement fees, commitment fees, structuring fees or underwriting or similar fees paid to arrangers for such Indebtedness (regardless of whether paid in whole or in part to any or all lenders under the applicable Indebtedness) or other fees that are not paid generally to all lenders of such Indebtedness, (y) bona fide ticking fees or unused line fees, it being understood, in each case, that whether such fee is bona fide is determined at the time the amount of such fee is agreed and (z) customary consent fees paid generally to consenting Lenders.

“**Amortizing Notes**” mean Indebtedness (including debt securities), the terms of which provide for installment payments comprised of a payment of interest and a partial repayment of principal, and are issued as a component of a unit comprised also of a prepaid contract to purchase Equity Interests of the Borrower or any direct or indirect parent of the Borrower.

“**Annual Financial Statements**” means the audited consolidated balance sheet of the Borrower as of December 31, 2015, and the related consolidated statement of operations, stockholders’ equity and cash flows for the Borrower for the fiscal years then ended.

“**Applicable Discount**” has the meaning specified in Section 2.05(a)(v)(C)(2).

“**Applicable Rate**” means a percentage per annum equal to, (A) with respect to Initial Term Loans, (i) 1.75% in the case of Base Rate Loans, (ii) 2.75% in the case of Term SOFR Loans and Canadian Prime Rate Loans (iii) and 3.75% in the case of CDOR Rate Loans, (B) with respect to the 2018 Incremental Term Loans, (i) 2.00% in the case of Base Rate Loans and (ii) 3.00% in the case of Term SOFR Loans, (c) with respect to the 2020 Refinancing Term Loans, (i) 2.00% in the case of Base Rate Loans and (ii) 3.00% in the case of Term SOFR Loans, (d) with respect to the 2023 Refinancing Term Loans, (i) 2.00% in the case of Base Rate Loans and (ii) 3.00% in the case of Term SOFR Loans **and**, (e) with respect to the 2023-A Refinancing Term Loans, (i) 1.50% in the case of Base Rate Loans and (ii) 2.50% in the case of Term SOFR Loans **and** (f) with respect to the 2024 Refinancing Term Loans, (i) 1.00% in the case of Base Rate Loans and (ii) 2.00% in the case of Term SOFR Loans.

Notwithstanding the foregoing, the Applicable Rate in respect of Extended Term Loans of any Term Loan Extension Series, Refinancing Term Loans, New Revolving Commitments, New Term Commitments, New Term Loans, or Replacement Term Loans shall be the applicable percentages per annum provided pursuant to the applicable Extension Amendment, Refinancing Amendment, Incremental Amendment or amendment to this Agreement in respect of Replacement Term Loans, as the case may be. The Applicable Rate in respect of Extended Term Loans of any Term Loan Extension Series, Refinancing Term Loans, New Revolving Commitments, New Term Commitments, New Term Loans, or Replacement Term Loans may be further adjusted as may be agreed by the relevant Lenders and the Borrower in connection with any Extension Amendment, Refinancing Amendment, Incremental Amendment or amendment to this Agreement in respect of Replacement Term Loans, as the case may be.

“**Appropriate Lender**” means, at any time, with respect to Loans or Commitments of any Class, the Lenders of such Class.

“**Approved Fund**” means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

“**Asset Sale Percentage**” has the meaning specified in Section 2.05(b)(ii).

“**Assignment and Assumption**” means an Assignment and Assumption substantially in the form of Exhibit E-1 or any other form approved by the Administrative Agent.

“**Assumed Indebtedness**” has the meaning specified in Section 7.03(g).

“**Attorney Costs**” means all reasonable and documented (in reasonable detail) fees and expenses of any law firm or other external legal counsel.

“**Auction Agent**” means (a) the Administrative Agent or (b) any other financial institution or advisor employed by the Borrower (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Discounted Loan Prepayment pursuant to Section 2.05(a)(v); *provided* that the Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent); *provided, further*, that neither the Borrower nor any of its Affiliates may act as the Auction Agent.

“**Available Amount**” means, at any time (the “**Reference Date**”), the sum of (without duplication):

(a) C\$200,000,000; plus

(b) an amount equal to the CNI Growth Amount; plus

(c) to the extent not included in the definition of “Excluded Contribution,” the amount of any capital contributions made in cash, Cash Equivalents or Net Cash Proceeds from Permitted Equity Issuances (or issuances of debt securities that have been converted into or exchanged for Qualified Equity Interests) and the fair market value of any in-kind amounts received by the Borrower (or any other direct or indirect parent thereof and contributed by such parent to the Borrower) during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date and Not Otherwise Applied (it being understood that no amount of the Equity Contribution (as defined in the Second Amendment) made, directly or indirectly, to the Borrower or any of its subsidiaries substantially concurrently with the Second Amendment Effective Date shall increase the amount available under this clause (c)); plus

(d) to the extent not (A) included in clause (b) above or (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all Returns (including all cash repayment of principal) received in cash or Cash Equivalents by the Borrower or any Restricted Subsidiary from any Investment (including from any Unrestricted Subsidiary) during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date, in each case, to the extent any such Investment was made using the Available Amount pursuant to Section 7.02(j); plus

(e) to the extent not (A) included in clause (b) or (d) above, (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment or (C) required to be applied to prepay Term Loans in accordance with Section 2.05(b)(ii), the aggregate amount of all Net Cash Proceeds received by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of any Investment or its ownership interest in any Unrestricted Subsidiary during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date, in each case, to the extent any such Investment was made using the Available Amount pursuant to Section 7.02(j); plus

(f) to the extent not (A) included in clause (b), (d) or (e) above or (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, in the event that the Borrower redesignates as a Restricted Subsidiary any Unrestricted Subsidiary that was designated as an Unrestricted Subsidiary after the Closing Date (which, for purposes hereof, shall be deemed to also include (1) the merger, consolidation, liquidation or similar amalgamation of any such Unrestricted Subsidiary into the Borrower or any Restricted Subsidiary, so long as the Borrower or such Restricted Subsidiary is the surviving Person, and (2) the transfer of all or substantially all of the assets of any such Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary), the fair market value (as determined in good faith by the Borrower) of the Investment in such Unrestricted Subsidiary at the time of such redesignation, in each case, to the extent such Investment in such Unrestricted Subsidiary was made using the Available Amount pursuant to Section 7.02(j); plus

7

(g) the Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries of any Indebtedness or Disqualified Equity Interests incurred or issued by the Borrower or any of its Restricted Subsidiaries following the Closing Date (other than Indebtedness owing to the Borrower or a Subsidiary) that is exchanged or converted into Qualified Equity Interests of the Borrower (or any direct or indirect parent of the Borrower); plus

(h) Borrower Retained Prepayment Amounts; minus

(i) any Investments made pursuant to Section 7.02(j), any Restricted Payment made pursuant to Section 7.06(c) or any payment made pursuant to Section 7.12(a)(v), in each case, during the period commencing on the First Amendment Effective Date and ending on the Reference Date (and, for purposes of this clause (i), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction).

“**Available Incremental Amount**” means an aggregate principal amount of up to (a) the greater of (x) C\$400,000,000 and (y) 100% of Consolidated EBITDA for the Test Period ended most recently prior to the incurrence or issuance of such New Term

Loans, New Revolving Commitments and/or Incremental Equivalent Debt, as the case may be (which amount (i) shall be reduced by the aggregate principal amount of any New Term Loans, New Revolving Commitments and Incremental Equivalent Debt incurred in reliance on this clause (a), but (ii) shall not be reduced by any amount incurred or issued in reliance on the immediately succeeding clause (b)); plus (b) an unlimited amount of New Term Loans, New Revolving Commitments and any Incremental Equivalent Debt so long as, if such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt are secured on a pari passu basis with respect to the Liens securing the Term Loans, the Total Net First Lien Leverage Ratio for the Test Period ended most recently prior to the incurrence or issuance of such New Term Loans and/or Incremental Equivalent Debt, as the case may be, after giving Pro Forma Effect to such incurrence or issuance, is less than or equal to (A) 4.25:1.00 or (B) in the case of any New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net First Lien Leverage Ratio immediately prior to the incurrence or issuance of such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt and consummation of such Permitted Acquisition or permitted Investment (or, (I) if such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt will rank junior in right of security with respect to the Liens securing the Term Loans, an unlimited amount of New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt so long as the Total Net Senior Secured Leverage Ratio for the Test Period ended most recently prior to the incurrence or issuance of such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt, as the case may be, after giving Pro Forma Effect to such incurrence or issuance, is less than or equal to (A) 5.50:1.00 or (B) in the case of any New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net Senior Secured Leverage Ratio immediately prior to the incurrence or issuance of such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt and consummation of such Permitted Acquisition or permitted Investment, or (II) if such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt will be unsecured, an unlimited amount of New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt so long as the Total Net Leverage Ratio for the Test Period ended most recently prior to the incurrence or issuance of such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt, as the case may be, after giving Pro Forma Effect to such incurrence or issuance, is less than or equal to (A) 6.75:1.00 or (B) in the case of any New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net Leverage Ratio immediately prior to the incurrence or issuance of such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt and consummation of such Permitted Acquisition or permitted Investment); plus (c) the aggregate principal amount of all voluntary prepayments of any Loans (including any reduction resulting from any assignment of such Loans to (and/or purchase of such Loans by) the Borrower and/or any Restricted Subsidiary, with credit given the aggregate principal amount of Loans subject to such assignment), except to the extent financed with the proceeds of long-term indebtedness (other than revolving indebtedness); *provided* that (i) the Borrower may elect to use clause (b) prior to clause (a) or (c) above, and if clause (a) and/or (c) above and clause (b) are available and the Borrower does not make an election, the Borrower will be deemed to have elected clause (b) above and (ii) to the extent the proceeds of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt are intended to be applied to finance a Permitted Acquisition or permitted Investment, the Total Net First Lien Leverage Ratio, Total Net Senior Secured Leverage Ratio or Total Net Leverage Ratio, as applicable, applicable thereto shall be tested instead only at the time the relevant agreement with respect to such Permitted Acquisition or permitted Investment is entered into giving Pro Forma Effect to such Permitted Acquisition or permitted Investment and the incurrence of all Indebtedness to be incurred in connection therewith as if such transactions had occurred on such date. For purposes of determining compliance with this definition of “Available Incremental Amount”, (x) New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt need not be incurred solely by reference to one of clauses (a) through (c) above but may be incurred under any combination of such clauses (including in part under one such category and in part under any other such category), (y) in the event that New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt (or any portion thereof) meets the criteria of one or more of such clauses (a) through (c) above, the Borrower, in its sole discretion, may classify or may subsequently reclassify at any time such New Term Loans, New Revolving Commitments and/or Incremental Equivalent Debt (or any portion thereof) in any manner that complies with this definition and (z) any New Revolving Commitments to be incurred in compliance with this definition of “Available Incremental Amount” shall be deemed to be fully drawn as of the date of such calculation.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 3.03(d).

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

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

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy,” the *Bankruptcy & Insolvency Act* (Canada) and the *Companies Creditors’ Arrangement Act* (Canada), as now or hereafter in effect, or any successor thereto.

“Barclays” means Barclays Bank PLC.

“Base Rate” means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent), in each case, as notified to the Borrower and (c) Term SOFR published on such day (or if such day is not a Business Day the next previous Business Day) for an Interest Period of one month (taking into account any “floor” under the definition of “Term SOFR”) plus 1.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, the Base Rate shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist and if Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Base Rate Term SOFR Determination Day” has the meaning assigned to such term in the definition of “Term SOFR”.

“Benchmark” means, initially, with respect to U.S. Dollars, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to Term SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03.

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

- (a) with respect to Term SOFR Loans, Daily Simple SOFR; or

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

provided, that if the Benchmark Replacement would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for

the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities.

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

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

- (b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

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

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

- (c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with [Section 3.03](#) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with [Section 3.03](#).

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Board of Directors” means, with respect to any Person, (i) in the case of any corporation, the board of directors of such Person, (ii) in the case of any limited liability company, the board of managers or board of directors, as applicable, of such Person, or if such limited liability company does not have a board of managers or board of directors, the functional equivalent of the foregoing, (iii) in the case of any partnership, the board of directors or board of managers, as applicable, of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

“Borrower” means, as applicable, the Initial Borrower and any Co-Borrower appointed by the Initial Borrower as a “Co-Borrower” for all purposes hereunder on and after the Second Amendment Effective Date pursuant to [Section 2.21](#), [including, after the Sixth Amendment Effective Date, Wrangler Holdco Corp.](#)

“Borrower Applicant” has the meaning set forth in [Section 2.21](#).

“Borrower Materials” has the meaning specified in the last paragraph of [Section 6.02](#).

“Borrower Offer of Specified Discount Prepayment” means the offer by the applicable Borrower Party to make a voluntary prepayment of Term Loans at a specified discount to par pursuant to [Section 2.05\(a\)\(v\)\(B\)](#).

“Borrower Parties” means the collective reference to the Borrower and its Subsidiaries, including the Borrower, and **“Borrower Party”** means any one of them.

“Borrower Prepayment Parties” has the meaning specified in [Section 2.05\(a\)\(v\)\(A\)](#).

“Borrower Retained Prepayment Amounts” has the meaning specified in [Section 2.05\(b\)\(vii\)](#).

“Borrower Solicitation of Discount Range Prepayment Offers” means the solicitation by the applicable Borrower Party of offers for, and the corresponding acceptance by a Lender of, a voluntary prepayment of Term Loans at a specified range of discounts to par pursuant to [Section 2.05\(a\)\(v\)\(C\)](#).

“Borrower Solicitation of Discounted Prepayment Offers” means the solicitation by the applicable Borrower Party of offers for, and the subsequent acceptance, if any, by a Lender of, a voluntary prepayment of Term Loans at a discount to par pursuant to [Section 2.05\(a\)\(v\)\(D\)](#).

“Borrowing” means (a) a borrowing consisting of simultaneous Term Loans of the same Class and Type and, in the case of Term SOFR Loans and CDOR Rate Loans, having the same Interest Period made by each of the applicable Term Lenders pursuant to [Section 2.01](#), (b) the making of a New Term Loan by a Lender or an Additional Lender to the Borrower pursuant to [Section 2.14](#) and the applicable Incremental Amendment, (c) the making of a Refinancing Term Loan by a Lender or an Additional Lender to the Borrower pursuant to [Section 2.15](#) and the applicable Refinancing Amendment, (d) the making of an Extended Term Loan of a given Term Loan Extension Series by a Lender to the Borrower pursuant to [Section 2.17](#) and the applicable Corrective Term Loan Extension Amendment and (e) the making of a Replacement Term Loan by a Lender or an Additional Lender to the Borrower pursuant to [Section 10.01\(B\)\(c\)](#) and the applicable amendment to this Agreement in respect of such Replacement Term Loan.

“Business Day” means any day that is not a Saturday, Sunday, U.S. Government Securities Business Day or other day on which commercial banks in New York City are authorized or required by law to remain closed; *provided* that, when used in connection with a Loan denominated in Canadian Dollars, the term “Business Day” shall also exclude any day which banks are closed for general business in Canada.

“Caesar Acquisition” means the “Acquisition” (as defined in the Existing Credit Agreement).

“Caesar Repo Transaction” means the repurchase transactions entered into among the Borrower and its Subsidiaries in connection with the Caesar Acquisition consummated in connection with the Existing Credit Agreement.

“Canadian Dollars” or **“C\$”** means lawful money of Canada.

“Canadian Multi-Employer Plan” means a “multi-employer pension plan”, as such term is defined under the Pension Benefits Act (Ontario) or any similar plan registered under pension standards legislation in another jurisdiction in Canada, under which a Loan Party is required to contribute pursuant to a collective bargaining agreement and under which the sole obligation of the Loan Party is to make the contributions specified in the applicable collective bargaining agreement.

“Canadian Pension Plan” means any “registered pension plan” as such term is defined in the ITA, which is maintained, administered and contributed to by any Borrower Party in respect of any person’s employment in Canada or a province or territory thereof with any Borrower Party, other than a Canadian Multi-Employer Plan.

“Canadian Pledge Agreement” means, collectively, one or more Securities Pledge Agreements executed by the Loan Parties party thereto, together with any supplemental pledge agreement executed and delivered pursuant to Section 6.12, as amended, restated amended and restated, supplemented or otherwise modified from the time to time.

“Canadian Prime Rate” means on any day, the annual rate of interest equal to the greater of (i) the annual rate of interest established by Bank of Montreal as the reference rate of interest it will use on such day for determining interest rates on Canadian Dollar denominated commercial loans in Canada and commonly known as “prime rate” and (ii) the annual rate of interest equal to the sum of (A) the one-month CDOR Loan Rate in effect on such day and (B) 1.00%, with any such rate to be adjusted automatically, without notice, as of the opening of business on the effective date of any change in such rate; and if Canadian Prime Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“Canadian Prime Rate Loan” means a Loan that bears interest based on the Canadian Prime Rate.

“Canadian Security Agreement” means, collectively, (i) one or more General Security Agreements executed by the Loan Parties party thereto, substantially in the form of Exhibit G-2, and (ii) one or more Deeds of Hypothec, dated on or prior to the date hereof, made by the Loan Parties party thereto in favour of Barclays in its capacity as hypothecary representative of the Secured Parties, substantially in the form of Exhibit G-3, together with any Security Agreement Supplement executed and delivered pursuant to Section 6.12, as amended, restated amended and restated, supplemented or otherwise modified from the time to time.

“Canadian Subsidiary” means any Subsidiary that is organized under the Laws of Canada or any province thereof.

“Capital Expenditures” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Financing Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures, additions to property, plant or equipment or comparable items (or in intangible accounts subject to amortization) on the consolidated statement of cash flows of the Borrower and the Restricted Subsidiaries.

“Capitalized Software Expenditures” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet (excluding the footnotes thereto) of the Borrower and the Restricted Subsidiaries.

“Captive Insurance Subsidiary” means any Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Subsidiary thereof).

“Cash Collateral Account” means an account subject to the sole dominion and control of the Collateral Agent.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by the Borrower or any Restricted Subsidiary:

- (a) Canadian Dollars and U.S. Dollars;
- (b) readily marketable direct obligations issued or directly and fully guaranteed or insured by the Canadian or United States government or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;
- (c) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any domestic or foreign commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks (or the U.S. Dollar equivalent as of the date of determination in the case of any non-U.S. banks);
- (d) repurchase obligations for underlying securities of the types described in clauses (b) and (c) above or clause (f) below entered into with any financial institution meeting the qualifications specified in clause (c) above;
- (e) commercial paper rated at least P-2 by Moody’s or at least A-2 by S&P (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and in each case maturing within 12 months after the date of creation thereof;

- (f) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody’s or S&P, respectively (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);
- (g) readily marketable direct obligations issued or directly and fully guaranteed or insured by any state, province, commonwealth or territory of the United States or Canada or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody’s or S&P (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of 24 months or less from the date of acquisition;
- (h) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody’s (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);
- (i) investment funds investing substantially all of their assets in securities of the types described in clauses (a) through (h) above; and
- (j) solely with respect to any Captive Insurance Subsidiary, any investment that a Captive Insurance Subsidiary is not prohibited to make in accordance with applicable Laws.

In the case of Investments made in a country outside the United States or Canada in the ordinary course of business, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a) through (j) above of obligors, which

Investments or obligors (or the parents of such obligors), if required under such clauses, have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by the Borrower or Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments described in clauses (a) through (j) and in this paragraph.

“Cash Management Bank” means any Person that is an Agent, a Lender, a Lead Arranger or an Affiliate of any of the foregoing at the time (or within thirty (30) days after) it initially provides any Cash Management Services pursuant to a Secured Cash Management Agreement (or, in the case of Secured Cash Management Agreements existing on the Closing Date, on the Closing Date), whether or not such Person subsequently ceases to be an Agent, a Lender, a Lead Arranger or an Affiliate of any of the foregoing.

“Cash Management Obligations” means obligations owed by the Borrower or any Restricted Subsidiary in respect of or in connection with any Cash Management Services.

“Cash Management Services” means any agreement or arrangement to provide cash management services, including automatic clearinghouse, controlled disbursements, information reporting, lockbox, stop payment, wire transfer services, treasury, depository, overdraft, credit card processing, credit or debit card, purchase card, electronic funds transfer, ACH transactions and other cash management arrangements.

“Casualty Event” means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation or expropriation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

“CDOR Rate” means, for any day, a rate per annum equal to the annual rate of interest that is the rate equal to the average discount rate for Canadian dollar bankers’ acceptances issued on such day for a term equal or comparable to the interest period of the CDOR Loan Rate Loan requested as such rate appears on the “Reuters Screen CDOR Page” (as defined in the International Swaps and Derivatives Association, Inc. 2000, definitions, as modified and amended from time to time or any successor thereto) rounded to the nearest 1/100th of 1% (with 0.005% being rounded up), as of 10:00 a.m. (Toronto, Ontario time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided, that, if such rate does not appear on the Reuters Screen CDOR Page as contemplated, then the CDOR Rate on any day shall be the average of the annual discount rate applicable in respect of an issue of Canadian Dollar bankers’ acceptances having a term equal or comparable to the Interest Period of CDOR Loan Rate Loan requested, quoted by Royal Bank of Canada as of 10:00 a.m. (Toronto, Ontario time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; *provided*, that the CDOR Rate shall not be less than 1.00% per annum.

“CDOR Rate Loan” means a Loan that bears interest based on the CDOR Rate.

“CFC” means a “controlled foreign corporation” within the meaning of Section 957 of the Code.

“CFC Holdco” means any Subsidiary that has no material assets other than Equity Interests in (or Equity and Indebtedness of) one or more Subsidiaries that are CFCs.

“CFPOA” means the *Corruption of Foreign Public Officials Act* (Canada), as amended.

“Change in Law” means the occurrence, after the Closing Date (or, with respect to the 2018 Incremental Term Loans, the First Amendment Effective Date), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means the earliest to occur after the Closing Date of:

(a) at any time:

(i) prior to the consummation of a Qualifying IPO, the Permitted Holders ceasing to own, in the aggregate, directly or indirectly, beneficially, at least a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower; or

16

(ii) upon and after the consummation of a Qualifying IPO, (1) any Person (other than a Permitted Holder) or (2) Persons (other than one or more Permitted Holders) constituting a “group”, directly or indirectly, of Equity Interests representing more than thirty-five percent (35%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower and the percentage of aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the Equity Interests of the Borrower beneficially owned, directly or indirectly, in the aggregate by the Permitted Holders;

unless, in the case of either clause (a)(i) or (a)(ii) above, the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election directors entitled to cast the majority of votes on the board of directors of the Borrower; or

(b) any “Change of Control” (or any comparable term) in any document pertaining to any Incremental Equivalent Debt, any Refinancing Equivalent Debt or any other Junior Financing, in each case, the aggregate outstanding principal amount of which is in excess of the Threshold Amount (or any Permitted Refinancing in respect of any of the foregoing).

For purposes of this definition, including other defined terms used herein in connection with this definition and notwithstanding anything to the contrary in this definition or any provision of Section 13d-3 of the Exchange Act, (i) “beneficial ownership” shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act as in effect on the date hereof, (ii) the phrase Person or group is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or group or its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (iii) if any group includes one or more Permitted Holders, the issued and outstanding Equity Interests of the Borrower, directly or indirectly owned by the Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of clause (a) of this definition and (iv) Person or group shall not be deemed to beneficially own Equity Interests to be acquired by such Person or group pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement.

“Citibank” means Citibank, N.A. and its successors.

“Claims” has the meaning specified in the definition of “Environmental Claim.”

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Initial Term Loans, 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loans, 2023-A Refinancing Term Loans, [2024 Refinancing Term Loans](#) or a separate Class of New Term Loans, Refinancing Term Loans, Extended Term Loans or Replacement Term Loans, (b) any Commitment, refers to whether such Commitment is a Commitment in respect of Initial Term Commitments, 2018 Incremental Term Loans, 2020 Refinancing Term Commitments, 2023 Refinancing Term Commitments, 2023-A Refinancing Term Commitments, [2024 Refinancing Term Commitments](#) or a Commitment in respect of a Class of Loans to be made pursuant to an Incremental Amendment, a Refinancing Amendment, an Extension Amendment, Corrective Term Loan Extension Amendment or an amendment to this Agreement in respect of Replacement Term Loans and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments and includes, as a separate Class, Term Lenders with Initial Term Loans, Term Lenders with 2018 Incremental Term Loans, 2020 Refinancing Term Lenders with 2020 Refinancing Term Loans, 2023 Refinancing Term Lenders with 2023 Refinancing Term Loans, 2023-A Refinancing Term Lenders with 2023-A Refinancing Term Loans, [2024 Refinancing Term Lenders with 2024 Refinancing Term Loans](#), [Refinancing Term Lenders with Refinancing Term Commitments or Refinancing Term Loans](#), Extending Term Lenders for a given Term Loan Extension Series of Extended Term Commitments or Extended Term Loans, New Term Lenders with New Term Commitments or New Term Loans, or Lenders with Replacement Term Loans. Refinancing Term Commitments, Refinancing Term Loans, New Revolving Commitments, New

Term Commitments, New Term Loans, Extended Term Commitments, Extended Term Loans, commitments in respect of Replacement Term Loans and Replacement Term Loans that have different terms and conditions shall be construed to be in different Classes.

“**Clean Up Period**” has the meaning specified in Section 8.05.

“**Closing Date**” means the first date on which all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

“**CNI Growth Amount**” means, at any date of determination, an amount determined on a cumulative basis equal to 50% of Consolidated Net Income for the period (treated as one accounting period) from the first day of the first full fiscal quarter for which financial statements are delivered pursuant to Section 6.01(a) or (b), as applicable, after the First Amendment Effective Date.

“**Co-Borrower Joinder Agreement**” has the meaning set forth in Section 2.21.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Collateral**” means all the “Collateral” (or equivalent term) as defined in any Collateral Document, all Material Real Property and any other assets pledged (or purported to be pledged) pursuant to any Collateral Document.

“**Collateral Agent**” means Barclays Bank PLC and any successor thereto.

“**Collateral and Guarantee Requirement**” means, at any time, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered (i) on the Closing Date pursuant to Section 4.01(a)(iii) or (ii) on such other dates as required pursuant to Section 6.12 or Section 6.14 or the Collateral Documents, duly executed by each Loan Party party thereto;

(b) all Obligations (other than, with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor) shall have been unconditionally guaranteed by the Borrower and each Restricted Subsidiary of the Borrower that is a Canadian Subsidiary ~~or~~, a U.S. Subsidiary or, if applicable, a Discretionary Guarantor (and not an Excluded Subsidiary) (each, a “**Guarantor**”) and any Restricted Subsidiary of the Borrower that is a Canadian Subsidiary or a U.S. Subsidiary and that Guarantees any Indebtedness incurred by the Borrower pursuant to (i) Junior Financing (other than Junior Financing designated by the Borrower which has an aggregate outstanding principal amount for all such Indebtedness so designated since the First Amendment Effective Date not to exceed C\$40,000,000) or (ii) any Incremental Equivalent Debt or Refinancing Equivalent Debt (or, in the case of the preceding clause (ii), any Permitted Refinancing thereof) shall be a Guarantor hereunder; *provided* that no Guarantor will be required to provide a Guarantee of its own direct obligations under (x) any Loan Document or (y) any Secured Hedge Agreement or Secured Cash Management Agreement to which it is a party as a direct obligor;

(c) the Obligations (other than, with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor) of each Loan Party shall have been secured by a first-priority security interest (subject to Liens permitted by Section 7.01) in (i) all Equity Interests of each Restricted Subsidiary that is a Wholly Owned Canadian Subsidiary or U.S. Subsidiary (other than a such Subsidiary (x) that is an Immaterial Subsidiary, or (y) described in the following clause (ii)(B)) directly owned by the Borrower or any Guarantor and (ii) 65% of the issued and outstanding voting Equity Interests (and 100% of the issued and outstanding non-voting Equity Interests) of, (A) each Restricted Subsidiary that is a CFC and is directly owned by the Borrower or any Guarantor and (B) each Restricted Subsidiary that is a CFC Holdco (in the case of clauses (A) and (B), other than a Subsidiary that is an Immaterial Subsidiary);

(d) except to the extent otherwise provided hereunder or under any Collateral Document, and subject to Liens permitted by Section 7.01 or under any Collateral Document, the Obligations (other than, with respect to any Guarantor, any Excluded

Swap Obligations of such Guarantor) shall have been secured by a valid and perfected security interest in substantially all tangible and intangible assets of each Loan Party (including accounts receivable, inventory, equipment, investment property, contract rights, registered intellectual property (including applications for registered intellectual property, but excluding any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application under applicable federal Laws), other general intangibles, and solely to the extent required by [Sections 6.12 and 6.14](#), Mortgages on Material Real Property and, in each case, proceeds of the foregoing), in each case, with the priority required by the Collateral Documents (to the extent such security interest may be perfected by delivering certificated securities and Material Debt Instruments, solely to the extent required by [Sections 6.12 and 6.14](#), filing any Mortgages in the appropriate filing or land registry office of the county or municipality where the respective mortgaged property is located, filing financing statements under the Uniform Commercial Code or PPSA or making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office or the Canadian Intellectual Property Office); and

(e) the Collateral Agent shall have received counterparts of a Mortgage and other documentation required to be delivered, with respect to each Material Real Property, if any, pursuant to [Sections 6.12 and 6.14](#).

The foregoing definition shall not require, and the Loan Documents shall not contain any requirements as to, the creation or perfection of pledges of or security interests in, mortgages on, or the obtaining of title insurance, surveys, abstracts or appraisals or taking other actions with respect to, any Excluded Assets. The Collateral Agent may grant extensions of time for the perfection of security interests in or the delivery of the Mortgages and the obtaining of title insurance, surveys and abstracts with respect to particular assets and the delivery of assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties) where it reasonably determines, in consultation with the Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

Notwithstanding anything to the contrary, there shall be no requirement for (and no Default under the Loan Documents shall arise out of the lack of) (A) actions in, or required by the Laws of, any jurisdiction other than the United States (or any state thereof or the District of Columbia) or Canada (or any province thereof) in order to create, perfect or maintain any security interests in any assets (including, without limitation, any intellectual property registered outside the United States or Canada and all real property located outside the United States or Canada) (it being understood that there shall be no security agreements, pledge agreements or similar security documents governed by the Laws of any jurisdiction outside the United States or Canada) ([in each case except with respect to any Discretionary Guarantor organized in a non-US jurisdiction, provided that it is understood and agreed that no Loan Party, including any Discretionary Guarantor, will be required to take any action to perfect a security interest in the Collateral in any non-US jurisdiction, other than, with respect to any Discretionary Guarantor, the jurisdiction in which a Discretionary Guarantor is organized](#)) and (B) actions required to be taken to perfect by “control” with respect to any Collateral (other than delivery of certificated securities required to be pledged in accordance with [clause \(c\)](#) of this definition), including control agreements or similar agreements in respect of any deposit accounts, securities accounts, commodities accounts or other bank accounts.

[Notwithstanding anything to the contrary, in the event a Discretionary Guarantor is designated, such Discretionary Guarantor shall grant a perfected lien on substantially all of its assets \(and the Loan Party that owns the Equity Interests of such Discretionary Guarantor shall grant perfected liens on such Equity Interests\) pursuant to arrangements reasonably agreed between the Administrative Agent and the Borrower subject to customary limitations and exclusions in the jurisdiction of such Discretionary Guarantor as reasonably agreed between the Administrative Agent and the Borrower.](#)

“Collateral Documents” means, collectively, the U.S. Security Agreement, the Canadian Security Agreement, the U.S. Pledge Agreement, the Canadian Pledge Agreement, the Intellectual Property Security Agreements, the Mortgages (if any), each of the mortgages, debentures, charges, collateral assignments, security agreements, pledge agreements or other similar agreements delivered to the Agents and the Lenders pursuant to this Agreement, the Guaranty, and each of the other agreements, instruments or documents executed by a Loan Party that creates or purports to create a Lien or Guarantee in favor of the Collateral Agent for the benefit of the Secured Parties.

“Conforming Changes” means, with respect to either the use or administration of any Term Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes

(including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if, after consultation with the Borrower, the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if, after consultation with the Borrower, the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent, after consultation with the Borrower, decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Commercial Operations Date” means the date on which the applicable utility or similar third party first accepts and meters gas or electricity from a Sustainability Project, as certified by a Responsible Officer of the Borrower.

“Commitment” means a Term Commitment.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.) as amended from time to time, any successor statute and any regulations promulgated thereunder from time to time.

“Competitors” has the meaning specified in the definition of “Disqualified Institution.”

“Compliance Certificate” means a certificate substantially in the form of Exhibit C and which certificate shall in any event be a certificate of a Responsible Officer of the Borrower (a) certifying as to whether a Default has occurred and is continuing and, if applicable, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (b) setting forth reasonably detailed calculations, in the case of financial statements delivered under Section 6.01(a), beginning with the financial statements for the fiscal year of the Borrower ending December 31, 2017, of Excess Cash Flow for such fiscal year and (c) in the case of financial statements delivered under Section 6.01(a), setting forth a reasonably detailed calculation of the Net Cash Proceeds received during the applicable period by or on behalf of, the Borrower or any of its Restricted Subsidiaries in respect of any Disposition subject to prepayment pursuant to Section 2.05(b)(ii)(A) and the portion of such Net Cash Proceeds that has been invested or is intended to be reinvested in accordance with Section 2.05(b)(ii)(B).

“Consolidated Current Assets” means, as at any date of determination, the total assets of the Borrower and the Restricted Subsidiaries on a consolidated basis that may properly be classified as current assets in conformity with GAAP, excluding cash and Cash Equivalents, amounts related to current or deferred taxes based on income or profits, assets held for sale, loans (permitted) to third parties, pension assets, deferred bank fees and derivative financial instruments.

“Consolidated Current Liabilities” means, as at any date of determination, the total liabilities of the Borrower and the Restricted Subsidiaries on a consolidated basis that may properly be classified as current liabilities in conformity with GAAP, but excluding (a) the current portion of any Funded Debt, (b) the current portion of interest, (c) accruals for current or deferred taxes based on income or profits, (d) accruals of any costs or expenses related to restructuring reserves or severance, (e) revolving loans, swing line loans and letter of credit obligations under any revolving credit facility, (f) the current portion of any Financing Lease Obligation, (g) deferred revenue, (h) liabilities in respect of unpaid earn-outs or other similar acquisition related liabilities, (i) the current portion of any other long-term liabilities, and, furthermore, excluding the effects of adjustments pursuant to GAAP resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Original Transaction, the First Amendment Transactions or any consummated acquisition and (j) Non-Cash Compensation Liabilities.

“Consolidated Depreciation and Amortization Expense” means, with respect to any Person for any period, the total amount of depreciation, amortization and depletion and accretion expense, including amortization or write-off of intangibles and non-cash organization costs and of deferred financing fees or costs and Capitalized Software Expenditures, of such Person, including the amortization of deferred financing fees or costs for such period on a consolidated basis and otherwise determined in accordance with GAAP and the amortization of OID resulting from the issuance of Indebtedness at less than par, and any write down of assets or asset value carried on the balance sheet.

“Consolidated EBITDA” means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

- (a) increased by (without duplication, and as determined in accordance with GAAP to the extent applicable):
 - (i) solely to the extent such amounts were deducted in computing Consolidated Net Income (A) provision for Taxes based on income or profits or capital, plus state, provincial, franchise, property or similar taxes and foreign withholding taxes and foreign unreimbursed value added taxes, of such Person for such period (including, in each case, penalties and interest related to such taxes or arising from tax examinations) deducted in computing Consolidated Net Income and (B) amounts paid to the Borrower or any direct or indirect parent of the Borrower in respect of taxes in accordance with Section 7.06(g); plus
 - (ii) (A) total interest expense of such Person and, to the extent not reflected in such total interest expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, and (B) bank fees and costs owed with respect to letters of credit, bankers acceptances and surety bonds, in each case under this clause (B), in connection with financing activities and, in each case under clauses (A) and (B), to the extent the same were deducted in computing Consolidated Net Income; plus
 - (iii) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent such expenses were deducted in computing Consolidated Net Income; plus
 - (iv) any (A) Original Transaction Expenses, (B) First Amendment Transaction Expenses and (C)(I) reasonable fees, costs, expenses or charges incurred in connection with (x) any issuance or offering of Equity Interests (including any Qualifying IPO), Investment, acquisition (including any costs incurred in connection with any Permitted Acquisition or any other Investment permitted hereunder after the Closing Date), non-ordinary course Disposition, recapitalization or the issuance, incurrence, redemption, exchange or repayment of Indebtedness (including, with respect to Indebtedness, a refinancing thereof), including any costs and expenses relating to any registration statement, or registered exchange offer, in respect of any Indebtedness permitted hereunder, (y) any amendment, waiver, consent or modification to any documentation governing the terms of any transaction described in the immediately preceding subclause (x) or (z) any amendment, waiver, consent or modification to any Loan Document or any other document governing any Indebtedness, in each case under subclauses (x), (y) and (z), whether or not such transaction or amendment, waiver, consent or modification is successful and (II) fees, costs, expenses and charges to the extent payable or reimbursable by third parties, pursuant to indemnification provisions, in each case, deducted in computing Consolidated Net Income; plus

(v) to the extent deducted in calculating Consolidated Net Income, any charges, losses or expenses related to signing, retention, relocation, recruiting or completion bonuses or recruiting costs, severance costs, transition costs, curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities), pre-opening, opening, closing and consolidation costs and expenses with respect to any New Projects, facilities, facility start-up costs, costs and expenses relating to implementation of operational and reporting systems and technology initiatives, costs incurred in connection with product and intellectual property development and new systems design, project start-up costs, integration and systems establishment costs, business optimization expenses or costs (including costs and expenses relating to intellectual property restructurings) and cash restructuring charges, expenses and reserves and expenses attributable to the implementation of cost savings initiatives, costs associated with tax projects/audits and costs consisting of professional consulting or other fees relating to any of the foregoing; plus

(vi) accretion of asset retirement obligations; plus

(vii) any other non-cash charges, expenses, losses or items, including any write offs or write downs, reducing such Consolidated Net Income for such period (*provided* that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (1) the Borrower may determine not to add back such non-cash charge in the current period and (2) to the extent the Borrower does decide to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

(viii) the amount of any minority interest expense or non-controlling interest consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Subsidiary deducted in calculating Consolidated Net Income; plus

(ix) the amount of fees, out-of-pocket costs, indemnities and expenses paid or accrued in such period to any Permitted Holder or any of their Affiliates to the extent permitted under Section 7.08 and deducted in such period in computing Consolidated Net Income; plus

(x) the amount of any net loss from operations expected to be disposed of, abandoned or discontinued within twelve months after the end of such period; plus

(xi) the amount of “run rate” cost savings, operating expense reductions and synergies related to the Original Transactions, the First Amendment Transactions, any Specified Transactions, any restructurings, cost savings initiatives and other initiatives (without duplication of any amounts added back pursuant to Section 1.08(c) in connection with a Specified Transaction or entry into an Municipal Waste Contract or Put-or-Pay Agreement) projected by the Borrower in good faith to result from actions taken, committed to be taken or expected to be taken no later than twenty-four (24) months after the end of such period (which “run rate” cost savings, operating expense reductions and synergies shall be calculated on a *pro forma* basis as though such “run rate” cost savings, operating expense reductions and synergies had been realized on the first day of the period for which Consolidated EBITDA is being determined and realized during the entirety of such period and each subsequent period through the period ending on the last day of the eighth fiscal quarter commencing after the end of the fiscal quarter in which such *pro forma* adjustment was originally made, and without duplication of any *pro forma* adjustment for any such subsequent period that would otherwise be permitted under this clause (xi) with respect to the same cost savings, operating expense reductions and synergies), net of the amount of actual benefits realized during such period from such actions; *provided* that such “run rate” cost savings, operating expense reductions and synergies are reasonably identifiable and factually supportable (in the good faith determination of the Borrower) (it being understood that pro forma adjustments need not be prepared in compliance with Regulation S-X); plus

(xii) to the extent reducing such Consolidated Net Income, any costs or expenses incurred by the Borrower or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Borrower or net cash proceeds of issuance of Equity Interests of the Borrower (other than Disqualified Equity Interests), in each case, solely to the extent that such cash proceeds are excluded from the calculation of the Available Amount and have not been used as an Excluded Contribution; plus

(xiii) to the extent deducted in calculating Consolidated Net Income, Specified Legal Expenses in an amount not to exceed C\$5,000,000 for the applicable four quarter period; plus

(xiv) accruals and reserves that are established or adjusted within 12 months after the closing of any acquisition that are so required as a result of such acquisition in accordance with GAAP, or changes as a result of the adoption or modification of accounting policies, whether effected through a cumulative effect adjustment, restatement or a retroactive application; plus

(xv) the amount of any loss attributable to a New Project, until the date that is 12 months after the date of completing the construction, acquisition, assembling or creation of such New Project, as the case may be; *provided* that (a) such losses are reasonably identifiable and factually supportable and certified by a Responsible Officer of the Borrower and (b) losses attributable to such New Project after 12 months from the date of completing such construction, acquisition, assembling or creation, as the case may be, shall not be included in this clause (xv); and

(b) decreased by (without duplication, and as determined in accordance with GAAP to the extent applicable) any non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating Consolidated EBITDA in accordance with this definition).

For the avoidance of doubt, Consolidated EBITDA shall be calculated, including *pro forma* adjustments, in accordance with Section 1.08.

“Consolidated First Lien Net Debt” means, as of any date of determination, (a) Consolidated Total Debt of the Borrower and the Restricted Subsidiaries that is secured by a Lien on all or substantially all of the assets or property of the Borrower and the Guarantors constituting Collateral (other than any Indebtedness secured by Liens that are expressly subordinated to the Liens securing the Obligations) minus (b) the aggregate amount of cash and Cash Equivalents of the Borrower and the Restricted Subsidiaries as of such date that is not Restricted and cash and Cash Equivalents restricted in favor of (x) any Agent for the benefit of the Secured Parties, (y) any Lender or (z) any lender of Indebtedness for borrowed money that is included in clause (a) above; *provided* that in calculating the Total Net First Lien Leverage Ratio for the purposes of determining the Available Incremental Amount on any date of determination in respect of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt, in each case incurred as such, the proceeds thereof issued or otherwise incurred on such date shall be excluded from the immediately preceding clause (b); *provided further* that (and without limiting the application of Section 1.08(e)) to the extent proceeds of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt are to be used to repay Indebtedness (including by repurchase, redemption, retirement, extinguishment, defeasance, discharge, escrow or similar arrangements), the Borrower shall be permitted to give Pro Forma Effect to such repayment of Indebtedness.

“Consolidated Interest Expense” means, for any period, the total interest expense of the Borrower and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP (excluding any accretion or accrual of discounted liabilities not constituting Indebtedness), plus, to the extent not included in such total interest expense, and to the extent incurred by the Borrower and its Restricted Subsidiaries (determined on a consolidated basis in accordance with GAAP), without duplication:

- (1) the amortization of debt discount and debt issuance costs; plus
- (2) the amortization of all fees (including, without limitation, fees with respect to Swap Contracts) payable in connection with the incurrence of Indebtedness; plus
- (3) interest payable on Financing Lease Obligations; plus
- (4) payments in the nature of interest pursuant to Swap Contracts; plus
- (5) interest accruing on any Indebtedness of any other Person, to the extent such Indebtedness is guaranteed by, or secured by a Lien on any asset of, the Borrower or any of its Restricted Subsidiaries; plus
- (6) in respect of a Sustainability Project, interest accruing on any Indebtedness of any Sustainability Entity (other than the Borrower or a Restricted Subsidiary) shall be included for such period in an amount proportionate to the Equity Interest held by the Borrower or Restricted Subsidiary in such Sustainability Entity.

Notwithstanding the foregoing, the interest component of any lease that is a Non-Financing Lease Obligation will not be included in Consolidated Interest Expense. For purposes of this definition, interest on a Financing Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Financing Lease Obligation in accordance with GAAP.

“**Consolidated Net Debt**” means, as of any date of determination, (a) Consolidated Total Debt of the Borrower and the Restricted Subsidiaries minus (b) the aggregate amount of cash and Cash Equivalents of the Borrower and the Restricted Subsidiaries as of such date that is not Restricted and cash and Cash Equivalents restricted in favor of (a) any Agent for the benefit of the Secured Parties, (b) any Lender or (c) any lender of Indebtedness for borrowed money included in Consolidated Total Debt; *provided* that in calculating the Total Net Leverage Ratio for the purposes of determining the Available Incremental Amount on any date of determination in respect of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt, the proceeds thereof incurred on such date shall be excluded from clause (b); *provided further* that (and without limiting the application of Section 1.08(e)) to the extent proceeds of any such Indebtedness are to be used to repay Indebtedness (including by repurchase, redemption, retirement, extinguishment, defeasance, discharge, escrow or similar arrangements), the Borrower shall be permitted to give Pro Forma Effect to such repayment of Indebtedness.

“**Consolidated Net Income**” means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP; *provided, however*, that, without duplication:

(a) any net after-tax extraordinary, non-recurring or unusual gains or losses, charges or expenses, Original Transaction Expenses and First Amendment Transaction Expenses, severance costs and expenses and one-time compensation charges shall be excluded;

(b) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period, whether effected through a cumulative effect adjustment or a retroactive application, in each case in accordance with GAAP;

(c) effects of adjustments (including the effects of such adjustments pushed down to the Borrower and its Subsidiaries) in such Person’s consolidated financial statements pursuant to GAAP (including in the property and equipment, software, goodwill, intangible assets, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to any consummated acquisition or the amortization or write-off of any amounts thereof (including any write-off of in process research and development), net of taxes, shall be excluded;

(d) any net after-tax income (loss) from disposed, abandoned, transferred, closed or discontinued operations and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations shall be excluded;

(e) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset sales or other dispositions or impairments or the sale or other disposition of any Equity Interests of any Person, in each case, other than in the ordinary course of business, as determined in good faith by the Borrower, shall be excluded;

(f) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that the Borrower’s or any Restricted Subsidiary’s equity in the Net Income of such Person or Unrestricted Subsidiary (i) other than in respect of a Sustainability Project, shall be included in the Consolidated Net Income of the Borrower or such Restricted Subsidiary up to the aggregate amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) by such Person or Unrestricted Subsidiary to the Borrower or a Restricted Subsidiary in respect of such period; and (ii) in respect of a Sustainability Project, shall be included in the Consolidated Net Income of the Borrower or such Restricted Subsidiary for such period in an amount proportionate to the Equity Interest held by the Borrower or Restricted Subsidiary in such Person or Unrestricted Subsidiary;

(g) solely for the purpose of determining the Available Amount for application pursuant to Section 7.06(c), the Net Income for such period of any Restricted Subsidiary (other than any Subsidiary Guarantor) shall be excluded to the extent the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its equity holders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; *provided* that Consolidated Net Income of the Borrower will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Borrower or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(h) (i) any net unrealized gain or loss (after any offset) resulting in such period from obligations in respect of Swap Contracts and the application of Accounting Standards for Private Enterprises, CPA Handbook - Part II, Section 3856 or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Swap Contracts, (ii) any net gain or loss resulting in such period from currency translation gains or losses related to currency re-measurements of Indebtedness (including the net loss or gain resulting from Swap Contracts for currency exchange risk) and all other foreign currency translation gains or losses, and (iii) any net after-tax income (loss) for such period attributable to the early extinguishment or conversion of (A) Indebtedness, (B) obligations under any Swap Contracts or (C) other derivative instruments and all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection therewith, shall be excluded;

(i) any goodwill or impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to GAAP, the amortization of intangibles arising pursuant to GAAP and the amortization of Capitalized Software Expenditures, shall be excluded;

(j) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, Permitted Acquisition, acquisitions completed prior to the Closing Date or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement or that are consummated prior to the Closing Date, to the extent actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days), shall be excluded;

(k) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events shall be excluded;

(l) any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs shall be excluded;

(m) any income (loss) attributable to deferred compensation plans or trusts and any non-cash deemed finance charges in respect of any pension liabilities or other provisions or on the revaluation of any benefit plan obligation shall be excluded;

(n) proceeds from any business interruption insurance, to the extent not already included in Consolidated Net Income, shall be included;

(o) the amount of any expense to the extent a corresponding amount relating to such expense is received in cash by the Borrower and the Restricted Subsidiaries from a Person other than the Borrower or any Restricted Subsidiaries; *provided* such amount received has not been included in determining Consolidated Net Income, shall be excluded (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(p) any adjustments resulting from the application of Accounting Standards for Private Enterprises, CPA Handbook - Part II, Accounting Guideline 14, or any comparable regulation, shall be excluded; and

(q) earn-out and contingent consideration obligations (including adjustments thereof and purchase price adjustments) incurred in connection with any Permitted Acquisition or other permitted Investment, and any acquisitions completed prior to the Closing Date, shall be excluded.

“Consolidated Senior Secured Net Debt” means, as of any date of determination, (a) Consolidated Total Debt of the Borrower and the Restricted Subsidiaries that is secured by a Lien on any asset or property of the Borrower or any Guarantor minus (b) the

aggregate amount of cash and Cash Equivalents of the Borrower and the Restricted Subsidiaries as of such date that is not Restricted and cash and Cash Equivalents restricted in favor of (x) any Agent for the benefit of the Secured Parties, (y) any Lender or (z) any lender of Indebtedness for borrowed money that is included in clause (a) above; *provided* that in calculating the Total Net Senior Secured Leverage Ratio for the purposes of determining the Available Incremental Amount on any date of determination in respect of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt, in each case incurred as such, the proceeds thereof issued or otherwise incurred on such date shall be excluded from the immediately preceding clause (b); *provided further* that (and without limiting the application of Section 1.08(e)) to the extent proceeds of any New Term Loans, New Revolving Commitments or Incremental Equivalent Debt are to be used to repay Indebtedness (including by repurchase, redemption, retirement, extinguishment, defeasance, discharge, escrow or similar arrangements), the Borrower shall be permitted to give Pro Forma Effect to such repayment of Indebtedness.

“Consolidated Total Assets” means, as of any date of determination, the net book value of all assets of the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as at the end of the most recently ended fiscal quarter of the Borrower reflected in the Quarterly Financial Statements or the Annual Financial Statements or for which financial statements have been made available (or were required to be made available) pursuant to Section 6.01(a) or 6.01(b).

“Consolidated Total Debt” means, as of any date of determination, the aggregate principal amount of Indebtedness of the Borrower ~~and~~, the Restricted Subsidiaries ~~and~~ any Sustainability Entity referred to in subsection (ii) of the definition thereof outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of recapitalization accounting or purchase accounting in connection with any Permitted Acquisition or any other Investment permitted hereunder, acquisitions completed prior to the Closing Date or for any other purpose), consisting of Indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit and Financing Lease Obligations; *provided* that Consolidated Total Debt shall not include Indebtedness in respect of (i) any letter of credit, except to the extent of unreimbursed obligations in respect of any such drawn other letters of credit (*provided* that any unreimbursed obligations in respect of any such drawn other letters of credit shall not be included as Consolidated Total Debt until three (3) Business Days after such amount is drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be included)), (ii) obligations under Swap Contracts and (iii) for the avoidance of doubt, Non-Financing Lease Obligations. *Notwithstanding the foregoing, in respect of any Sustainability Entity referred to in subsection (ii) of such definition, the amount of Indebtedness to be included pursuant to this definition shall be the amount thereof that is proportionate to the Equity Interest held by the Borrower or the applicable Restricted Subsidiary in such Sustainability Entity.*

“Consolidated Working Capital” means, as at any date of determination, the excess of Consolidated Current Assets over Consolidated Current Liabilities; *provided* that Consolidated Working Capital shall be calculated without giving effect to (w) recapitalization or purchase accounting, (x) any assets or liabilities acquired, assumed, sold or transferred in any acquisition or Disposition (other than a sale of any current assets in the ordinary course of business), (y) changes as a result of the reclassification of items from short-term to long-term and vice versa or (z) changes to Consolidated Working Capital resulting from non-cash charges and credits to Consolidated Current Assets and Consolidated Current Liabilities (including, without limitation, derivatives and deferred income tax).

“Contract Consideration” has the meaning specified in the definition of “Excess Cash Flow.”

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

“Contributed EBITDA” means, on any date of calculation, with respect to any Pre-Approved Acquisition, the amount in U.S. Dollars that such Pre-Approved Acquisition contributes to the Consolidated EBITDA of the Borrower (calculated on a Pro Forma Basis assuming such Pre-Approved Acquisition occurred on the first day of the most recent Test Period ended prior to such date of calculation).

“Control” has the meaning specified in the definition of “Affiliate.”

“**Convertible Notes**” mean Indebtedness (including debt securities), the terms of which provide for conversion and/or exchange into Equity Interests, cash by reference to Equity Interests or a combination thereof.

“**Corrective Term Loan Extension Amendment**” has the meaning specified in Section 2.17(f).

“**Covered Entity**” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” shall have the meaning provided in Section 10.27.

“**Co-Managers**” means The Bank of Nova Scotia, National Bank of Canada, Canadian Imperial Bank of Commerce and Macquarie Capital (USA) Inc., each in its capacity as co-manager.

“**Credit Extension**” means each Borrowing.

“**Daily Simple SOFR**” means, for any day (a “SOFR Rate Day”), a rate per annum equal to the greater of (a) SOFR for the day (such day “*i*”) that is five ~~U.S. Government Securities~~RFR Business Days prior to (A) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (B) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website and (b) the Floor. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day “*i*”, the SOFR in respect of such day “*i*” has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then the SOFR for such day “*i*” will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“**Daily Simple SOFR Loan**” means a Loan that bears interest at a rate based on Daily Simple SOFR.

“**Debtor Relief Laws**” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, arrangement or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and, in each case, affecting the rights of creditors generally.

“**Declined Amounts**” has the meaning specified in Section 2.05(b)(vii).

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

“**Default Rate**” means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate applicable to Base Rate Loans plus (c) 2.0% per annum; provided that (i) with respect to a Term SOFR Loan and CDOR Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan (giving effect to Section 2.02(c)) plus 2.0% per annum and (ii) with respect to a Canadian Prime Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.0% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed to fund any portion of the Term Loans required to be funded by it hereunder within two (2) Business Days of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (c) has notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with its funding obligations hereunder, or generally under other agreements in which it commits to extend credit, or has made a public statement to that effect, (d) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower, in a manner reasonably satisfactory to the Administrative Agent or the Borrower, as applicable, that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (d) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (e) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state, provincial or federal regulatory authority acting in such a capacity or (f) has become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (f) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender; *provided* that, for the avoidance of doubt, such a determination by the Administrative Agent shall not be required for a Lender to constitute a Defaulting Lender.

“Delayed Draw Commitment” has the meaning specified in the First Amendment.

“Delayed Draw Commitment Period” means, the period from the First Amendment Effective Date to the Delayed Draw Commitment Termination Date.

“Delayed Draw Commitment Termination Date” means, the earliest to occur of (i) the Delayed Draw Term Loan Expiration Date, (ii) the date on which the Delayed Draw Commitments are reduced to \$0 pursuant to Section 2.06 and (iii) the date on which all Delayed Draw Commitments then outstanding have been funded in one or more Borrowings pursuant to Section 2.01(c).

“Delayed Draw Funding Date” means, the date of any Borrowing of Delayed Draw Term Loans.

“Delayed Draw Term Loan” has the meaning specified in the First Amendment.

“Delayed Draw Term Loan Funding Conditions” means, in connection with the funding of Delayed Draw Term Loans on any Delayed Draw Funding Date, each of the conditions precedent to the obligation of the Lenders to make a Delayed Draw Term Loan on a Delayed Draw Funding Date set forth in Section 4.04.

“Delayed Draw Term Loan Expiration Date” means October 31, 2018.

“Delayed Draw Ticking Fee” has the meaning specified in Section 2.09(a).

“Designated Non-Cash Consideration” means the fair market value (as determined in good faith by the Borrower) of non-cash consideration received by the Borrower or a Restricted Subsidiary in connection with a Disposition pursuant to Section 7.05(j) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash or Cash Equivalents following the consummation of the applicable Disposition) (including as a result of a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration).

“Designated Person” means a person or entity:

- (a) listed in the annex to, or otherwise subject to the provisions of, the Executive Order;
- (b) named as a “Specially Designated National and Blocked Person” (“SDN”) on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list;

32

(c) in which an entity on the SDN list has 50% or greater ownership interest or that is otherwise controlled by an SDN; or

(d) included on His Majesty’s Treasury’s Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority.

“Discount Prepayment Accepting Lender” has the meaning specified in [Section 2.05\(a\)\(v\)\(B\)\(2\)](#).

“Discount Range” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(1\)](#).

“Discount Range Prepayment Amount” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(1\)](#).

“Discount Range Prepayment Notice” means a written notice of a Borrower Solicitation of Discount Range Prepayment Offers made pursuant to [Section 2.05\(a\)\(v\)\(C\)](#) substantially in the form of [Exhibit J](#) or any other form approved by the Administrative Agent and the Borrower.

“Discount Range Prepayment Offer” means the irrevocable written offer by a Lender, substantially in the form of [Exhibit K](#) or any other form approved by the Administrative Agent and the Borrower, submitted in response to an invitation to submit offers following the Auction Agent’s receipt of a Discount Range Prepayment Notice.

“Discount Range Prepayment Response Date” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(1\)](#).

“Discount Range Proration” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(3\)](#).

“Discounted Loan Prepayment” has the meaning specified in [Section 2.05\(a\)\(v\)\(A\)](#).

“Discounted Prepayment Determination Date” has the meaning specified in [Section 2.05\(a\)\(v\)\(D\)\(3\)](#).

“Discounted Prepayment Effective Date” means in the case of a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offer or Borrower Solicitation of Discounted Prepayment Offer, eight (8) Business Days following the Specified Discount Prepayment Response Date, the Discount Range Prepayment Response Date or the Solicited Discounted Prepayment Response Date, as applicable, in accordance with [Section 2.05\(a\)\(v\)\(B\)](#), [Section 2.05\(a\)\(v\)\(C\)](#) or [Section 2.05\(a\)\(v\)\(D\)](#), respectively, unless a shorter period is agreed to between the applicable Borrower Party and the Auction Agent.

“Discretionary Guarantor” means any Restricted Subsidiary that is designated by the Borrower and not otherwise required to become a Guarantor hereunder. Such designation may be revoked by the Borrower at any time subject to compliance with the Collateral and Guarantee Requirement upon giving effect to such revocation.

“Disposition” or **“Dispose”** means the sale, transfer, license tantamount to a sale, lease or other disposition (including any sale-leaseback transaction and any sale or issuance of Equity Interests in a Restricted Subsidiary) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; *provided that* “Disposition” and “Dispose” shall not include any issuance by the Borrower of any of its Equity Interests to another Person.

“Disqualified Equity Interests” means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than (i) contingent obligations that by their terms survive and (ii) Obligations under Secured Hedge Agreements and Secured Cash Management Agreements) and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower and other than as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than (i) contingent obligations that by their terms survive and (ii) Obligations under Secured Hedge Agreements and Secured Cash Management Agreements) and the termination of the Commitments), in whole or in part or (c) is or becomes automatically or at the option of the holder convertible into or exchangeable for Indebtedness or any other Equity Interests that are not Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower, in the case of each of clauses (a), (b), and (c), prior to the date that is ninety-one (91) days after the Latest Maturity Date of the Loans at the time of issuance; *provided* that if such Equity Interests are issued to any employees, other service providers, directors, officers or members of management or pursuant to a plan for the benefit of employees, other service providers, directors, officers or members of management of the Borrower or their respective Subsidiaries or by any such plan to such employees, other service providers, directors, officers or members of management, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Borrower or their respective Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employees’, other service providers’, directors’, officers’ or management members’ termination, death or disability.

“Disqualified Institution” means (a) Persons that have been specified in writing by the Borrower to the Lead Arrangers on or prior to the First Amendment Effective Date and Affiliates of the foregoing to the extent such Affiliates are clearly identifiable on the basis of their names (or, to the extent not clearly identifiable, have been specified in writing by the Borrower (i) to the Lead Arrangers prior to the First Amendment Effective Date, or (ii) to the Administrative Agent from time to time after the First Amendment Effective Date), (b) competitors of the Borrower or any of its Subsidiaries that are in the same or a similar line of business as the Borrower and its Subsidiaries that have been specified in writing by the Borrower (i) to the Lead Arrangers prior to the First Amendment Effective Date, or (ii) to the Administrative Agent from time to time after the First Amendment Effective Date (all such Persons under this clause (b), **“Competitors”** and together with all such Persons under preceding clause (a), **“Primary Disqualified Institutions”**), (c) Affiliates of Competitors (other than bona fide debt funds or investment vehicles (unless otherwise included as a Disqualified Institution by clause (a) above) that are engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and which are not managed, sponsored or advised by any Primary Disqualified Institution or any Person controlling, controlled by or under common control with a Primary Disqualified Institution or Affiliate thereof, as applicable, and for which no personnel involved with the investment by such Affiliate makes (or has the right to make or participate with others in making) any investment decisions for a Primary Disqualified Institution) to the extent such Affiliates are clearly identifiable on the basis of their names (or, to the extent not clearly identifiable, have been specified in writing by the Borrower (i) to the Lead Arrangers prior to the First Amendment Effective Date, or (ii) to the Administrative Agent from time to time after the First Amendment Effective Date) and (d) Persons that are not legally entitled to deliver, on the date on which such Person would otherwise become a party to this Agreement, the documentation described in Section 3.01(c)(i) or (c)(iii), as applicable, and documentation described in Section 3.01(c)(ii) indicating an exemption from FATCA withholding; *provided* that “Disqualified Institutions” shall exclude any Person that the Borrower has designated as no longer being a “Disqualified Institution” by written notice delivered to the Administrative Agent from time to time. For the avoidance of doubt, no retroactive disqualification of the Lenders that later become Disqualified Institutions shall be permitted.

“Distressed Agent-Related Person” has the meaning specified in the definition of “Agent-Related Distress Event.”

“ECF Payment Amount” has the meaning specified in Section 2.05(b)(i).

“**ECF Percentage**” has the meaning specified in Section 2.05(b)(i).

“**EEA Financial Institution**” means (a) any institution 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 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 delegatee) having responsibility for the resolution of any EEA Financial Institution.

“**Effective Date Incremental Term Commitment**” has the meaning specified in the First Amendment.

“**Effective Date Incremental Term Loan**” has the meaning specified in the First Amendment.

“**Eligible Assignee**” means any Person that meets the requirements to be an assignee under Sections 10.07(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.07(b)(iii)) and that is legally entitled to deliver, on the date on which such Person would otherwise become an assignee, the documentation described in Section 3.01(c)(i) or (c)(iii), as applicable, and documentation described in Section 3.01(c)(ii) indicating an exemption from FATCA withholding; *provided* that, in any event, Eligible Assignees shall not include (x) any natural person, (y) any Disqualified Institution unless consented to in writing by the Borrower in its sole discretion (which consent shall be required regardless of whether a Default shall be continuing), or (z) any Defaulting Lender.

“**Environment**” means ambient air, indoor air, surface water, drinking water, land surface, sediments, and subsurface strata & natural resources such as wetlands, flora and fauna.

“**Environmental Claim**” means any administrative, regulatory or judicial action, suits, demand letter, claim, lien, notice of noncompliance or violation, investigation (other than internal reports prepared by any Loan Party or any of its Subsidiaries) with respect to any Environmental Liability (hereinafter “**Claims**”), including (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief pursuant to any Environmental Law.

“**Environmental Laws**” means Laws relating to pollution and the protection of the Environment or of human health (to the extent related to exposure to Hazardous Materials), including those related to the manufacture, generation, handling, transport, storage, treatment, Release or threatened Release of Hazardous Materials.

“**Environmental Liability**” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of any Loan Party or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the Environment or (e) any contract or other written agreement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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

“**Equity Interests**” means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in, including any limited or general partnership interest and any limited liability company membership interest) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities, but excluding debt securities).

“Equity Sponsor” means (i) each of (a) GFL Environmental Holdings Inc., (b) BC Partners Advisors L.P. and its Affiliates (including BC European Capital X LP and the other funds, partnerships or other vehicles managed, advised or controlled thereby, together with any entity (directly or indirectly) wholly owned by any such fund, partnership or vehicle, but not including, however, any portfolio operating company of the foregoing), (c) Ontario Teachers’ Pension Plan Board and its Affiliates (including the funds, partnerships or other vehicles managed, advised or controlled thereby, together with any entity (directly or indirectly) wholly owned by any such fund, partnership or vehicle, but not including, however, any portfolio operating company of the foregoing), (d) GIC Private Ltd. and its Affiliates (including the funds, partnerships or other vehicles managed, advised or controlled thereby, together with any entity (directly or indirectly) wholly owned by any such fund, partnership or vehicle, but not including, however, any portfolio operating company of the foregoing) and (e) Padov Holdings Ltd. and its Affiliates and (ii) any successor of any Person identified in clause (i).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower or any Guarantor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any of its ERISA Affiliates from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) the failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, with respect to a Pension Plan; (d) the failure to make any required contribution to a Multiemployer Plan; (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to a complete or partial withdrawal by the Borrower or any of its ERISA Affiliates from a Multiemployer Plan or notification that a Multiemployer Plan is “insolvent” (within the meaning of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) a failure by the Borrower or any of its ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment payment with respect to withdrawal liability (within the meaning of Title IV of ERISA); (g) a determination that any Pension Plan is in “at-risk” status (within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA); (h) the filing under Section 4041(c) of ERISA of a notice of intent to terminate a Pension Plan, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or Section 4041A of ERISA, or the receipt by the Borrower or any of its ERISA Affiliates from the PBGC of any notice relating to the intention to terminate a Pension Plan or Multiemployer Plan; or (i) the imposition of any liability under Title IV of ERISA with respect to the termination of any Pension Plan or Multiemployer Plan, other than for the payment of PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any of its ERISA Affiliates.

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

“Event of Default” has the meaning specified in Section 8.01.

“Excess Cash Flow” means, for any period, an amount equal to the excess of:

- (a) the sum, without duplication, of:
 - (i) Consolidated Net Income of the Borrower for such period; plus
 - (ii) an amount equal to the amount of all non-cash charges (including Consolidated Depreciation and Amortization Expense) to the extent deducted in arriving at such Consolidated Net Income, but excluding any such non-cash charges representing an accrual or reserve for potential cash items in any future period and excluding amortization of a prepaid cash item that was paid in a prior period; plus

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from changes in deferred revenue); plus

(iv) an amount equal to the aggregate net non-cash loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; plus

(v) the amount deducted as tax expense in determining Consolidated Net Income to the extent in excess of cash taxes paid or payable in respect of such periods; plus

(vi) cash receipts in respect of Swap Contracts during such fiscal year to the extent not otherwise included in such Consolidated Net Income; over

(b) the sum, without duplication; of:

(vii) an amount equal to the amount of all non-cash gains or credits (including, to the extent constituting non-cash credits, without limitation, amortization of deferred revenue acquired as a result of any Permitted Acquisition or any permitted Investment) included in arriving at such Consolidated Net Income (but excluding any non-cash gains or credit to the extent representing the reversal of an accrual or reserve described in clause (a)(ii) above) and cash charges, losses or expenses excluded by virtue of clauses (a) through (q) of the definition of “Consolidated Net Income”; plus

(viii) without duplication of amounts deducted pursuant to clause (xi) below in prior fiscal years, the amount of Capital Expenditures, Capitalized Software Expenditures or acquisitions of IP Rights made in cash during such period by the Borrower or the Restricted Subsidiaries to the extent not financed with long term Indebtedness (other than revolving or intercompany Indebtedness), in each case, of the Borrower and its Subsidiaries; plus

(ix) the aggregate amount of all principal payments of Indebtedness of the Borrower and the Restricted Subsidiaries (including (A) the principal component of payments in respect of Financing Leases, (B) the amount of any scheduled repayment of Loans pursuant to Section 2.07, and (C) the amount of any mandatory prepayment of Term Loans pursuant to Section 2.05(b)(ii) to the extent required due to a Disposition or Casualty Event that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase, but excluding (W) all other prepayments of Term Loans (other than those specified in preceding clauses (B) and (C)) and all voluntary prepayments of Refinancing Equivalent Debt and Incremental Equivalent Debt, (X) all prepayments in respect of any revolving credit facility (except, in the case of clause (X), to the extent there is an equivalent permanent reduction in commitments thereunder) and (Y) payments of any Junior Financing, except in each case under this clause (Y) to the extent permitted to be paid pursuant to Section 7.12(a), in each case except to the extent financed with the proceeds of other long term Indebtedness (other than revolving or intercompany Indebtedness) of the Borrower or the Restricted Subsidiaries and, in the case of clause (Y) above, except to the extent made in reliance on clause (b) of the definition of “Available Amount” in any basket); plus

(x) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income and the net cash loss on Dispositions to the extent otherwise added to arrive at Consolidated Net Income; plus

(xi) increases in Consolidated Working Capital for such period (excluding any such increases to the extent resulting from changes in deferred revenue); plus

(xii) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Restricted Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income; plus

(xiii) without duplication of amounts deducted pursuant to clauses (viii) and (xi) below in prior fiscal years, the amount of Investments made pursuant to Sections 7.02(b), (f) (other than Investments in Restricted Subsidiaries, to the extent made in reliance on clause (ii) thereof (or any modification, replacement, renewal, reinvestment or extension thereof in accordance with clause (iii) thereof)), (i), (m), (n), (s) (other than to the extent funded with Investments pursuant to Section 7.02(n) to the extent the amount of such Investments under Section 7.02(n) were already deducted under this clause (vii), (u) (other than Investments in Restricted Subsidiaries), (v) (other than Investments in Restricted Subsidiaries), (aa) (other than Investments in Restricted Subsidiaries) and (ff), and the amount of acquisitions made during such period to the extent that such Investments and acquisitions were not financed with the proceeds of other long term Indebtedness (other than revolving or intercompany Indebtedness) of the Borrower or the Restricted Subsidiaries; plus

(xiv) the amount of Restricted Payments paid during such period pursuant to Sections 7.06(c), (f), (g), (h), (i) (to the extent of any cash expenditures), (j), (o), and (p) in each case to the extent such Restricted Payments were not financed with the proceeds of other long term Indebtedness (other than revolving or intercompany Indebtedness) of the Borrower or the Restricted Subsidiaries and not made in reliance on clause (b) of the definition of “Available Amount” in any basket; plus

(xv) [reserved]; plus

(xvi) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are made in connection with any payment of Indebtedness to the extent such amounts are not expensed during such period or are not deducted in calculating Consolidated Net Income and such payments of Indebtedness reduced Excess Cash Flow pursuant to clause (b)(iii) above or reduced the mandatory prepayment required by Section 2.05(b)(i); plus

(xvii) without duplication of amounts deducted from Excess Cash Flow in prior periods, at the option of the Borrower, the aggregate consideration required to be paid in cash by the Borrower or any of the Restricted Subsidiaries pursuant to binding contracts (the “**Contract Consideration**”) entered into prior to or during such period or otherwise budgeted to be paid in cash, in either case, relating to Investments, Permitted Acquisitions, Municipal Waste Contracts, Put-or-Pay Agreements, Capital Expenditures, Capitalized Software Expenditures or acquisitions of intellectual property expected to be consummated or made during the period of four consecutive fiscal quarters of the Borrower following the end of such period; *provided* that, to the extent the aggregate amount of cash actually utilized to finance such Investments, Permitted Acquisitions, Municipal Waste Contracts, Put-or-Pay Agreements, Capital Expenditures, Capitalized Software Expenditures or acquisitions of intellectual property during such period of four consecutive fiscal quarters is less than the Contract Consideration or amount otherwise budgeted for, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters; plus

(xviii) the amount of cash taxes paid or tax reserves set aside or payable (without duplication) in such period, to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period; plus

(xix) cash expenditures in respect of Swap Contracts during such fiscal year to the extent not deducted in arriving at such Consolidated Net Income.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Excluded Assets**” means any of the following:

(a) (i) goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets for which the grant of a security interest, therein (A) is prohibited by Law (including, without limitation, financial assistance laws, corporate benefit laws or otherwise), rule, regulation or requires Governmental Authority or similar third party consent or (B) is prohibited by contract permitted hereunder and existing on the Closing Date (and not entered into in contemplation thereof) or, in the case of any Subsidiary acquired after the Closing Date, at the time of acquisition of such Subsidiary (and not entered into in contemplation thereof) or would trigger termination under any such permitted contract binding on such assets (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, PPSA or other applicable Laws), or (ii) any lease, license, franchise, charter, authorization, contract or other agreement (including any purchase money security interest, capital lease obligation or

other similar arrangement) to the extent a security interest therein is prohibited by or in violation of a term, provision or condition of, or would invalidate or give any other party thereto (other than the Borrower or any Subsidiary) the right to terminate, any such lease, license, franchise, charter, authorization, contract or agreement (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, the PPSA or other applicable Laws in any relevant jurisdiction); *provided, however*, that the Collateral (including, without limitation, goods, chattel paper, investment property, documents of title, instruments, money and intangibles (each as defined in the PPSA) shall include (and such security interest shall attach) at such time as the contractual prohibition shall no longer be applicable and to the extent severable, shall attach to any portion of any lease, license, franchise, charter, authorization, contract, agreement or other asset not subject to the prohibitions specified above; *provided, further*, that the exclusions referred to in this clause (a) shall not include any proceeds of any such lease, license, franchise, charter, authorization, contract or agreement the assignment of which is expressly deemed effective under applicable Law notwithstanding such prohibition (unless such proceeds or receivables would independently constitute Excluded Assets);

(b) (i) Equity Interests in excess of 65% of the total issued and outstanding voting Equity Interests of (x) a CFC or (y) any CFC Holdco, (ii) Equity Interests in any Person (other than any Subsidiary Guarantor, any Wholly Owned Restricted Subsidiaries of the Borrower or any Subsidiary Guarantor that are Material Subsidiaries), (iii) Equity Interests in any Excluded Subsidiary (other than (A) any Subsidiary that is not a U.S. Subsidiary or Canadian Subsidiary or (B) CFC Holdco or (C) any Subsidiary which is an Excluded Subsidiary solely pursuant to clause (k) of the definition of Excluded Subsidiary), (iv) Equity Interests in partnerships, joint ventures or any non-wholly owned Subsidiaries which cannot be pledged without the consent of one or more third-parties, (v) Equity Interests of any Subsidiary of the Borrower that is a Subsidiary of an Excluded Subsidiary and (vi) Margin Stock;

40

(c) any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act, or similar applications pursuant to any applicable Laws in any other applicable jurisdiction, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application under applicable Laws;

(d) (i) any leasehold interest (including any ground lease interest) in real property (it being agreed that no Loan Party shall be required to deliver landlord or other third party lien waivers, estoppels or collateral access letters), (ii) any fee interest in owned real property (subject to the requirements of Section 6.12 and Section 6.14 with respect to Material Real Property) and (iii) any fixtures affixed to any real property to the extent a security interest in such fixtures may not be perfected by a UCC-1 or PPSA financing statement in the jurisdiction of organization of the applicable Loan Party or jurisdiction where such real property is located, as applicable, or, solely in the case of fixtures affixed to any Material Real Property, to the extent a security interest in such fixtures may not be perfected by the recording of a Mortgage or the filing of a fixture filing in the jurisdiction where such Material Real Property is located; *provided* that Excluded Assets shall not include any real property subject to a Mortgage or other Material Real Property for which the Collateral Agent has requested a valid and perfected Lien pursuant to Section 6.12 or Section 6.14;

(e) vehicles, goods and other assets subject to certificates of title or ownership and aircraft;

(f) non-U.S. and non-Canadian intellectual property (to the extent a security interest therein cannot be perfected by filing a Uniform Commercial Code or PPSA financing statement), in relation to U.S. Subsidiaries, letters of credit and letter of credit rights that do not constitute supporting obligations in respect of other Collateral (including, without limitation, goods, chattel paper, investment property, documents of title, instruments, money and intangibles (each as defined in the PPSA), except to the extent such letter of credit rights may be perfected by the filing of a Uniform Commercial Code financing statement;

(g) in relation to U.S. Subsidiaries, commercial tort claims that, in the reasonable determination of the Borrower, are not expected to result in a judgment (or settlement) in excess of C\$5,000,000;

(h) goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets for which the grant of security interest therein would result in material adverse tax or regulatory costs or consequences as reasonably determined by the Borrower in consultation with the Collateral Agent;

41

(i) any preferred stock issued by GFL Holdco (US), LLC;

(j) [reserved]; and

(k) particular goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets as agreed between the Borrower and the Collateral Agent if and for so long as, in the reasonable judgment of the Collateral Agent and the Borrower, the cost, difficulty, burden or consequences of obtaining, perfecting or maintaining a security interest in such assets exceeds the practical benefits to the Lenders afforded thereby; *provided, however*, that Excluded Assets shall not include any proceeds of any Excluded Assets referred to in clauses (a) through and including (j) above (unless such proceeds would constitute Excluded Assets referred to in any such clause).

“Excluded Contribution” means (1) the cash, Cash Equivalents or other assets (valued at their fair market value as determined in good faith by the Borrower) received by the Borrower after the Closing Date from:

(a) contributions in respect of Qualified Equity Interests, and

(b) the sale (other than to a Subsidiary of the Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests of the Borrower, plus

(2) the Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries from issuances of debt securities or Disqualified Equity Interests incurred or issued by the Borrower or any of its Restricted Subsidiaries that have been converted into or exchanged for Qualified Equity Interests of the Borrower or any direct or indirect parent thereof,

in each case, so long as same is designated as Excluded Contributions pursuant to a certificate of a Responsible Officer.

“Excluded Subsidiary” means (a) Immaterial Subsidiaries, (b) Unrestricted Subsidiaries, (c) any Subsidiary that is prohibited or restricted by Law, rule, regulation or Contractual Obligation (so long as, in respect to any such Contractual Obligation, such prohibition existed on the Closing Date or, if later, on the date the applicable Subsidiary is acquired and is not incurred in contemplation of such acquisition) from providing a Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide a Guaranty (including, in each case, under any financial assistance, corporate benefit or thin capitalization rule), in each case, for so long as such prohibition or circumstance exists, (d) any Subsidiary that is not a Wholly Owned Subsidiary of the Borrower or any Guarantor, (e) any Subsidiary that is neither a U.S. Subsidiary nor a Canadian Subsidiary, (f) any U.S. Subsidiary that is a Subsidiary of a CFC, (g) any CFC Holdco, (h) any Subsidiary that is a not-for-profit organization, (i) Captive Insurance Subsidiaries, (j) any Subsidiary that is a special purpose entity for a securitization transaction or a similar special purpose, (k) any Subsidiary with respect to which providing a Guaranty would result in material adverse tax consequences (including as a result of Section 956 of the Code or any similar Law in any applicable jurisdiction) to the Borrower or any of its Subsidiaries as reasonably determined by the Borrower (in consultation with the Administrative Agent) and (l) any other Subsidiary with respect to which, as reasonably determined by the Administrative Agent and the Borrower, the burden or cost of providing a Guaranty outweighs the benefits afforded to the Lenders thereby. **Notwithstanding the foregoing, no Discretionary Guarantor shall be deemed to be an Excluded Subsidiary unless and until such Discretionary Guarantor has been released from its Guaranty pursuant to the terms hereof.**

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

Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof).

“Excluded Taxes” means, with respect to any Administrative Agent, any Lender or any other recipient, (i) any Taxes imposed on or measured by such recipient’s net income (however denominated, and including branch profits and similar Taxes) and franchise Taxes (in lieu of net income Taxes) and capital Taxes imposed under the ITA or similar laws of a province or territory in Canada or the Code or similar laws of a state or other taxing jurisdiction in the United States, in each case, imposed by a jurisdiction as a result of (a) such recipient being organized or having its principal office or, in the case of any Lender, its applicable Lending Office in such jurisdiction, or (b) any other present or former connection between such recipient and such jurisdiction, other than any connection arising solely from such recipient having executed or entered into any Loan Document, having delivered, having received payments thereunder or having been a party to, having performed its obligations under, having received or perfected a security interest under, having entered into any other transaction pursuant to and/or having enforced, any Loan Documents, (ii) with respect to any Lender (other than any Lender becoming a party hereto pursuant to a request under [Section 3.07](#)) who (a) makes Additional 2018 Incremental Term Loans on the Second Amendment Effective Date or takes Additional 2018 Incremental Term Loans by assignment in connection with the primary syndication thereof on or after the Second Amendment Effective Date, (b) becomes a party hereto (or changes its applicable Lending Office) on or after the Second Amendment Effective Date or (c) acquires or makes any Loans on or after the Second Amendment Effective Date (solely with respect to such Loans), any U.S. federal withholding Tax that is imposed on amounts payable to such Lender pursuant to Laws in effect at the time such Lender becomes a party hereto (or changes its applicable Lending Office), except to the extent that such Lender (or its assignor, if any), immediately prior to the time of designation of a new Lending Office (or assignment), was entitled to receive additional amounts from a Loan Party in respect of such withholding Tax pursuant to [Section 3.01](#), (iii) any Taxes imposed as a result of the failure of a Lender to comply with the provisions of [Section 3.01\(b\)](#) or [Section 3.01\(c\)](#) or attributable to such recipient’s failure to comply with or arising as a result of a breach of any representation made in [Section 3.01\(b\)](#) or [Section 3.01\(c\)](#), (iv) any Taxes imposed pursuant to FATCA, and (v) any Canadian withholding taxes imposed as a result of (a) any person not dealing at arm’s length (within the meaning of the ITA-) with any Borrower or Guarantor, or (b) any person being a “specified shareholder” (as defined in subsection 18(5) of the ITA) of the Borrower or any Guarantor or not dealing at arm’s length (for the purposes of the Income Tax Act (Canada)) with a “specified shareholder” (as defined in subsection 18(5) of the ITA) of any Borrower or Guarantor.

“Executive Order” means the Executive Order No. 13224 of September 23, 2001, entitled Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

“Existing Administrative Agent” has the meaning specified in the recitals hereto.

“Existing Credit Agreement” has the meaning specified in the recitals hereto.

“Existing Term Loan Facility” has the meaning specified in [Section 2.17\(a\)](#).

“Existing U.S. 2020 Notes” means the 7.875% Senior Notes due 2020 issued pursuant to the indenture by and among the Borrower, as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, dated as of March 24, 2015, as amended, supplemented or otherwise modified from time to time.

“Existing U.S. 2021 Notes” means the 9.875% Senior Notes due 2021 issued pursuant to the indenture by and among the Borrower, as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, dated as of February 1, 2016, as amended, supplemented or otherwise modified from time to time.

“Existing U.S. 2022 Notes” means the 5.625% Senior Notes due 2022 issued pursuant to the indenture by and among the Borrower, as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, dated as of May 12, 2017, as amended, supplemented or otherwise modified from time to time.

“Existing U.S. 2023 Notes” means the 5.375% Senior Notes due 2023 issued pursuant to the indenture by and among the Borrower, as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, dated as of February 26, 2018, as amended, supplemented or otherwise modified from time to time.

“Existing U.S. 2026 Notes” means the 7.00% Senior Notes due 2026 issued pursuant to the indenture by and among the Borrower, as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, dated as of May 31, 2018, as amended, supplemented or otherwise modified from time to time.

“Extended Term Commitment” means one or more commitments hereunder to convert Term Loans under an Existing Term Loan Facility to Extended Term Loans of a given Term Loan Extension Series pursuant to an Extension Amendment.

“Extended Term Loans” has the meaning specified in [Section 2.17\(a\)](#).

“Extending Term Lender” has the meaning specified in [Section 2.17\(b\)](#).

“Extension” means the establishment of an Extension Series by amending a Loan or a Commitment pursuant to [Section 2.17](#) and the applicable Extension Amendment.

“Extension Amendment” means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by each of (a) the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide any Extended Term Commitments or Extended Term Loans being incurred pursuant thereto, in accordance with [Section 2.17](#).

“Extension Minimum Condition” means a condition to consummating any Extension Amendment that a minimum amount (to be determined and specified by the Borrower in its sole discretion in the relevant Extension Request) of any Loans or Commitments or all applicable Class(es) be submitted for Extension.

“Extension Request” means a notice to the Administrative Agent setting forth the proposed terms of Extended Term Loans in accordance with [Section 2.17\(a\)](#).

“Extension Series” means and includes each Term Loan Extension Series.

“Facility” means the Initial Term Loans and all extensions of credit pursuant thereto, the 2018 Incremental Term Loans and all extensions of credit pursuant thereto, the 2020 Refinancing Term Loans and all extension of credit pursuant thereto, the 2023 Refinancing Term Loans, the 2023-A Refinancing Term Loans, [the 2024 Refinancing Term Loans](#) and all extensions of credit pursuant thereto, any Refinancing Term Loans, any Extended Term Loans, any New Term Loans, New Revolving Commitments or any Replacement Term Loans, as the context may require.

“FATCA” means Section 1471 through Section 1474 of the Code as in effect on the date hereof or any amended or successor provision that is substantively comparable and not materially more onerous to comply with, any current or future regulations promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor provision described above), and any intergovernmental agreement with implementing the foregoing and any law, regulation or practice adopted pursuant to any such intergovernmental agreement.

“FCPA” means the United States Foreign Corrupt Practices Act of 1977 (Pub. L. No. 95213, §§ 101.104), as amended.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, ~~and~~ (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Citi (or if a successor Administrative Agent has succeeded Citi as Administrative Agent, such other bank as is designated by such Administrative Agent at the time it becomes Administrative Agent) on such day on such transactions as determined by the Administrative Agent, [and \(c\) if the Federal Funds Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.](#)

“**Federal Reserve Bank of New York’s Website**” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

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

“**Financing Lease Obligation**” means, as to any Person, the obligations of such Person under a Financing Lease, provided that the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

“**Financing Leases**” means a lease of an asset providing the right of use of such asset, that has the economic characteristics of asset ownership, with a term of not less than 75% of the asset’s useful life, the present value of lease payments thereunder must be not less than 90% of the asset’s market value at the time of entering into the lease and the lessee must acquire, or have the right to acquire, ownership of the asset at the end of the lease term; *provided* that for all purposes hereunder the amount of obligations under any Financing Lease shall be the Financing Lease Obligation with respect thereto.

“**First Amendment**” means that certain First Amendment, dated as of the First Amendment Effective Date, among the Borrower, the other Loan Parties party thereto, the Existing Administrative Agent, the Administrative Agent, the Collateral Agent, the 2018 Incremental Term Lenders, and the other Lenders and Persons party thereto.

“**First Amendment Effective Date**” means May 31, 2018.

“**First Amendment Equity Contribution**” means the cash equity contribution (in the form of common equity) from the Equity Sponsor and any roll-over equity from certain investors to the Buyer (as defined in the First Amendment) in connection with the First Amendment Transactions.

“**First Amendment Specified Representations**” means those representations and warranties made by the Borrower in Section 5.01(a) (with respect to organizational existence of the Loan Parties only), Section 5.01(b)(ii), Section 5.02(a), Section 5.02(b)(A), Section 5.02(b)(B)(I) (with respect to the Existing U.S. 2022 Notes and the Existing U.S. 2023 Notes only), Section 5.04, Section 5.13, Section 5.16(b), Section 5.18(a) (solely with respect to the use of proceeds of the 2018 Incremental Term Loans being in compliance with the PATRIOT Act), Section 5.18(b) (solely with respect to the use of proceeds of the 2018 Incremental Term Loans), Section 5.18(c) (solely with respect to the use of proceeds of the 2018 Incremental Term Loans) and Section 5.19.

“**First Amendment Transactions**” means, collectively, (a) the First Amendment Transaction (as defined in the First Amendment) and other related transactions contemplated by the First Amendment Transaction Agreement (as defined in the First Amendment), (b) the First Amendment Equity Contribution (as defined in the First Amendment), (c) the First Amendment Refinancing (as defined in the First Amendment), (d) the execution and delivery of the First Amendment and related documents to be entered into on the First Amendment Effective Date, (e) the funding of the 2018 Incremental Term Loans and (f) the payment of the First Amendment Transaction Expenses (as defined in the First Amendment).

“**First Lien Intercreditor Agreement**” means the “*pari passu*” intercreditor agreement, dated as of the Closing Date, among the Collateral Agent, the Revolving Agent and one or more other Representatives from time to time for holders of applicable Indebtedness that is secured (and permitted hereunder to be secured) on a *pari passu* basis with the Obligations.

“**Fixed Charge Coverage Ratio**” means, for any period, the ratio of Consolidated EBITDA to Fixed Charges for the Borrower and its Restricted Subsidiaries for such period.

“**Fixed Charges**” means, for any period, the sum, without duplication, of (a) the Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs or debt issuance costs which have been paid) of the Borrower and its Restricted Subsidiaries for such period, whether paid or accrued plus (b) the amount of all dividends, whether paid or accrued and whether or not

in cash, on any series of preferred stock of the Borrower or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Borrower (other than Disqualified Equity Interests) or to the Borrower or a Restricted Subsidiary of the Borrower.

“**Floor**” means a rate of interest equal to 0.50%.

“**Foreign Casualty Event**” has the meaning specified in Section 2.05(b).

“**Foreign Disposition**” has the meaning specified in Section 2.05(b).

“**Foreign Lender**” has the meaning specified in Section 3.01(c)(i).

“**Foreign Plan**” means any retirement benefit or pension plan maintained or contributed to by, or entered into with, the Borrower or any Restricted Subsidiary with respect to any employees employed outside the United States or Canada other than a retirement benefit or pension plan maintained exclusively by a Governmental Authority.

“**Fourth Amendment**” means that certain Fourth Amendment to Credit Agreement, dated as of the Fourth Amendment Effective Date, among the Borrowers, the other Loan Parties party thereto, the 2023 Refinancing Term Lenders party thereto and Barclays Bank PLC, as Administrative Agent.

“**Fourth Amendment Effective Date**” means January 31, 2023.

“**Fourth Amendment Transactions**” means, collectively, (a) the execution and delivery of the Fourth Amendment and related documents to be entered into on the Fourth Amendment Effective Date, (b) the funding of the 2023 Refinancing Term Loans and the refinancing in full of the Existing Term Loans (as defined in the Fourth Amendment) outstanding immediately prior to the Fourth Amendment Effective Date and (c) the payment of fees and expenses in connection therewith.

“**Fifth Amendment**” means that certain Fifth Amendment to Credit Agreement, dated as of the Fifth Amendment Effective Date, among the Borrowers, the other Loan Parties party thereto, the 2023-A Refinancing Term Lenders party thereto and Barclays Bank PLC, as Administrative Agent.

“**Fifth Amendment Effective Date**” means September 22, 2023.

“**Fifth Amendment Transactions**” means, collectively, (a) the execution and delivery of the Fifth Amendment and related documents to be entered into on the Fifth Amendment Effective Date, (b) the funding of the 2023-A Refinancing Term Loans and the refinancing in full of the Existing Term Loans (as defined in the Fifth Amendment) outstanding immediately prior to the Fifth Amendment Effective Date and (c) the payment of fees and expenses in connection therewith.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

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

“**Funded Debt**” means, in respect of any Person, all third-party Indebtedness of such Person for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including, to the extent applicable, Indebtedness in respect of the Loans.

“**GAAP**” means (a) generally accepted accounting principles, including to the extent applicable, Canadian accounting standards for private enterprises, as in effect from time to time in Canada, applicable to the relevant period, applied in a consistent manner from period to period or (b) if elected by the Borrower by written notice to the Administrative Agent, IFRS or any accounting principles that are recognized as being generally accepted in the United States (“**U.S. GAAP**”), as in effect from time to time, applicable to the relevant

period, applied in a consistent manner from period to period; *provided, however*, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through conforming changes made consistent with IFRS or U.S. GAAP) on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through conforming changes made consistent with IFRS or U.S. GAAP), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“Governmental Authority” means the government of the United States or Canada or any other nation, or of any political subdivision thereof, whether state, local, county, provincial or otherwise and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency).

“Granting Lender” has the meaning specified in Section 10.07(g).

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

“Guarantors” has the meaning specified in the definition of “Collateral and Guarantee Requirement.”

“Guaranty” means (a) the guaranty made by the Guarantors in favor of the Collateral Agent on behalf of the Secured Parties pursuant to clause (b) of the definition of “Collateral and Guarantee Requirement,” substantially in the form of Exhibit F and (b) each other guaranty and guaranty supplement or joinder delivered pursuant to this Agreement or any other Loan Document.

“Hazardous Materials” means any substance, pollutant or contaminant material or waste that is regulated, pursuant to or which can give rise to liability under any Environmental Law.

“Hedge Bank” means any Person that is an Agent, a Lender, a Lead Arranger or an Affiliate of any of the foregoing at the time (or within thirty (30) days after) it enters into a Secured Hedge Agreement (or, in the case of Secured Hedge Agreements existing on the Closing Date, on the Closing Date), in its capacity as a party to a Secured Hedge Agreement, whether or not such Person subsequently ceases to be an Agent, a Lender, a Lead Arranger or an Affiliate of any of the foregoing.

“Hypothecary Representative” has the meaning specified in Section 10.25.

“Identified Participating Lenders” has the meaning specified in Section 2.05(a)(v)(C)(3).

“Identified Qualifying Lenders” has the meaning specified in Section 2.05(a)(v)(D)(3).

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Immaterial Subsidiaries**” means any Restricted Subsidiary with respect to which, as of the last day of the most recently ended Test Period on or prior to the date of determination, Consolidated EBITDA or Consolidated Total Assets attributable to such Restricted Subsidiary for the period of four consecutive fiscal quarters ending on such date does not exceed 2.5% of the Consolidated EBITDA or Consolidated Total Assets of the Borrower and the Restricted Subsidiaries for such period; *provided* that if the aggregate Consolidated EBITDA or Consolidated Total Assets attributable to Restricted Subsidiaries that are Immaterial Subsidiaries shall exceed 5.0% of Consolidated EBITDA or Consolidated Total Assets of the Borrower and its Restricted Subsidiaries for such four-quarter period, then the Borrower shall re-designate one or more of such Restricted Subsidiaries to not be Immaterial Subsidiaries within twenty (20) Business Days after delivery of the Compliance Certificate for such fiscal quarter such that only Restricted Subsidiaries as shall then have aggregate Consolidated EBITDA and or Consolidated Total Assets of 5.0% or less of the Consolidated EBITDA and Consolidated Total Assets of the Borrower and the Restricted Subsidiaries shall constitute Immaterial Subsidiaries.

“**Incremental Amendment**” has the meaning specified in [Section 2.14\(c\)](#).

“**Incremental Amount Date**” has the meaning specified in [Section 2.14\(c\)](#).

“**Incremental Equivalent Debt**” means one or more series of senior unsecured notes or loans, senior secured first lien or junior lien notes or loans, subordinated (secured or unsecured) notes or loans, or secured (first lien or junior lien) or unsecured mezzanine Indebtedness, in the case of securities, whether issued in a public offering, Rule 144A or other private placement or any bridge facility in lieu of the foregoing or otherwise, unsecured or secured by all or a portion of the Collateral on a *pari passu* (but without regard to control of remedies) or junior basis with the Obligations, which Indebtedness is issued or made in lieu of New Revolving Commitments, New Term Commitments and/or New Term Loans pursuant to an indenture, loan agreement, credit agreement, note purchase agreement or otherwise; *provided* that (i) the aggregate principal amount of any Incremental Equivalent Debt incurred or issued pursuant to this Agreement shall not, together with the aggregate principal amount of any New Revolving Commitments, New Term Commitments and/or New Term Loans incurred or issued substantially simultaneously with such Incremental Equivalent Debt, exceed the Available Incremental Amount at the time of incurrence or issuance thereof, (ii) such Incremental Equivalent Debt shall not be subject to any Guarantee by any Person other than a Loan Party, (iii) the optional prepayment or redemption provisions and the interest rate (including margin and floors) applicable to any such Incremental Equivalent Debt will be determined by the Borrower and the Persons providing such Incremental Equivalent Debt; *provided* that, with respect to any Incremental Equivalent Debt that constitutes term loans that are *pari passu* in right of payment with, and secured by Collateral on a *pari passu* basis (but without regard to control of remedies) with, the Obligations that would be permitted to be incurred as a New Term Loan pursuant to Section 2.14, if the All-In Yield applicable to any such Incremental Equivalent Debt incurred prior to the first anniversary of the First Amendment Effective Date pursuant to clause (or, with respect to the 2023 Refinancing Term Loans, the six-month anniversary of the Fourth Amendment Effective Date) (a) of the Available Incremental Amount exceeds the All-In Yield of the Initial Term Loans or the 2018 Incremental Term Loans denominated in the same currency as such Incremental Equivalent Debt at such time by more than 50 basis points, then the interest rate margins for the Initial Term Loans, the 2018 Incremental Term Loans or the 2023 Refinancing Term Loans, as applicable, shall be increased to the extent necessary so that the All-In Yield of the Initial Term Loans, the 2018 Incremental Term Loans or the 2023 Refinancing Term Loans, as applicable, denominated in the same currency as such Incremental Equivalent Debt is equal to the All-In Yield of such Incremental Equivalent Debt minus 50 basis points; *provided* that any increase in All-In Yield to any Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, due solely to the application or imposition of a Term SOFR or Base Rate floor on any such Incremental Equivalent Debt shall be effected, at the Borrower’s option, (x) through an increase in (or implementation of, as applicable) any Term SOFR or Base Rate floor applicable to such Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, (y) through an increase in the Applicable Rate for such Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, or (z) any combination of (x) and (y) above, and in each case, solely to the extent that the application or imposition of such floor would cause an increase in the effective interest rate then in effect under the Initial Term Loans, 2018 Incremental Term Loans or the 2023 Refinancing Term Loans, as applicable, (iv) in the case of Incremental Equivalent Debt that is secured, (A) the obligations in respect thereof shall not be secured by any Lien on any asset of the Borrower or any Restricted Subsidiary other than any asset constituting Collateral, (B) [reserved] and (C) such Incremental Equivalent Debt shall be subject to the First Lien Intercreditor

Agreement or a Junior Lien Intercreditor Agreement, as appropriate, (v) immediately after the incurrence of such Indebtedness (or, in the case of Indebtedness to be incurred in connection with a Permitted Acquisition or permitted Investment, on the date of the execution of (x) the definitive agreement in connection therewith and (y) any commitment in respect of such Incremental Equivalent Debt), no Event of Default (or, in the case of Indebtedness to be incurred in connection with a Permitted Acquisition or permitted Investment, no Specified Default) exists, (vi) [reserved], (vii) no Incremental Equivalent Debt (other than any Incremental Equivalent Debt constituting a bridge facility which converts into Indebtedness complying with this clause (vii)) shall mature earlier than the Latest Maturity Date (as of the time of incurrence of such Incremental Equivalent Debt), (viii) no Incremental Equivalent Debt (other than any Incremental Equivalent Debt constituting a bridge facility which converts into Indebtedness complying with this clause (viii)) shall have a Weighted Average Life to Maturity of less than the Weighted Average Life to Maturity as then in effect for any Term Loans outstanding as of the time of incurrence of such Incremental Equivalent Debt (prior to any extension thereto), (ix) any Incremental Equivalent Debt (to the extent *pari passu* in right of payment with, and secured by all or a portion of the Collateral on a *pari passu* basis with, the Obligations) may provide for the ability to participate on a *pro rata* basis or less than *pro rata* basis in any mandatory repayments or prepayments of principal of Term Loans hereunder and (x) the covenants and events of default applicable to such Incremental Equivalent Debt shall not be, when taken as a whole, materially more favorable, to the holders of such Indebtedness than those applicable to the Term Loans (except for covenants or other provisions applicable only to periods after the Latest Maturity Date) unless such covenants and events of default for such Incremental Equivalent Debt are reflective of market terms and conditions for the type of Indebtedness incurred or issued at the time of issuance or incurrence thereof (in each case, as determined by the Borrower in good faith); *provided* that that the covenants applicable thereto shall not include any financial maintenance covenant unless such covenant is also added to this Agreement for the benefit of the Lenders; *provided, further*, that a certificate of the Borrower delivered to the Administrative Agent at least two (2) Business Days prior to the incurrence of such Indebtedness stating that the Borrower has reasonably determined in good faith that such covenants and defaults satisfy the foregoing requirement shall be conclusive evidence that such covenants and defaults satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such two (2) Business Day period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees).

“**Incremental Facility Closing Date**” has the meaning specified in Section 2.14(c).

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

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all outstanding letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created for the account of such Person;
- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation until such obligation is not paid after becoming due and payable and (iii) accruals for payroll and other liabilities accrued in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Financing Lease Obligations of such Person;
- (g) all obligations of such Person in respect of Disqualified Equity Interests; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt (and, in any event, excluding any Financing Lease Obligations) and (B) in the case of Non-Loan Parties, exclude loans and advances made by Loan Parties having a term not exceeding 364 days and made in the ordinary course of business. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value (as determined by such Person in good faith) of the property encumbered thereby as determined by such Person in good faith.

For the avoidance of doubt, Indebtedness of any Person shall not include Non-Financing Lease Obligations, obligations under or in respect of straight-line leases or operating leases.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

"Information" has the meaning specified in Section 10.08.

"Initial Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"Initial Canadian Term Commitment" means, as to each applicable Term Lender, its obligation to make an Initial Canadian Term Loan to the Borrower pursuant to Section 2.01(a) in an aggregate amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 (as in effect on the Closing Date) under the caption "Initial Canadian Term Commitment," as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Initial Canadian Term Commitments is C\$130,000,000.

"Initial Canadian Term Loan" and **"Initial Canadian Term Loans"** have the meanings specified in Section 2.01(a).

"Initial Term Commitment" means, collectively, the Initial Canadian Term Commitment and the Initial U.S. Term Commitment.

"Initial Term Loan" and **"Initial Term Loans"** have the meanings specified in Section 2.01(b).

"Initial U.S. Term Commitment" means, as to each applicable Term Lender, its obligation to make an Initial U.S. Term Loan to the Borrower pursuant to Section 2.01(b) in an aggregate amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 (as in effect on the Closing Date) under the caption "Initial U.S. Term Commitment," as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Initial U.S. Term Commitments is \$370,000,000.

"Initial U.S. Term Loan" and **"Initial U.S. Term Loans"** have the meanings specified in Section 2.01(b).

"Intellectual Property Security Agreements" means one or more intellectual property security agreements contemplated to be executed and delivered pursuant to the applicable Security Agreements.

"Intercompany Note" means any intercompany note substantially in the form of Exhibit I.

“Interest Payment Date” means (a) with respect to any Base Rate Loan or Canadian Prime Rate Loan, the last day of each March, June, September and December, (b) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and (c) with respect to any Daily Simple SOFR Loan, each date that is on the numerically corresponding day in each calendar month that is ~~three~~^{one} months after the date of the Borrowing of which such Loan is a part.

“Interest Period” means, (i) with respect to any Term SOFR Loan, the period beginning on the date of such Borrowing specified in the applicable Loan Notice and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (or such other period as all of the relevant Lenders may agree) and (ii) with respect to any CDOR Rate Loan, the period beginning on the date of such Borrowing specified in the applicable Loan Notice and ending on the numerically corresponding day in the calendar month that is one, two or three months thereafter (or such other period as all of the relevant Lenders may agree), as the Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“Investment” means, as to any Person, the acquisition or investment by such Person, by means of (a) the purchase or other acquisition (including without limitation by merger or otherwise) of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of the Borrower and its Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days and made in the ordinary course of business) or (c) the purchase or other acquisition (in one transaction or a series of transactions, including without limitation by merger or otherwise) of all or substantially all of the property and assets of another Person or assets constituting a business unit, line of business or division of such Person; *provided* that, in the event that any Investment is made by the Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through the Borrower or any Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 7.02. For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time such Investment is made)), without adjustment for subsequent changes in the value of such Investment (including any write-downs or write-offs thereof), net of any Returns with respect to such Investment.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or an equivalent rating by any other nationally recognized statistical rating agency selected by the Borrower.

“IP Rights” means all rights to intellectual property, whether arising under United States, Canadian, multinational or foreign laws or otherwise, including but not limited to patents, trademarks, service marks, trade names, copyrights, trade dress, logos, domain names, trade secrets, know-how and processes, design rights, social media or mobile identifiers and other intellectual property or proprietary rights therein, inventions (whether or not patentable), franchises, software, database rights, proprietary confidential information, and all applications or registrations for any of the foregoing.

“IRS” means the Internal Revenue Service of the United States.

“ITA” means the Income Tax Act (Canada) and the regulations promulgated thereunder, as amended from time to time.

“Joint Venture” means (a) any Person which would constitute an “equity method investee” of the Borrower or any of the Restricted Subsidiaries and (b) any Person in whom the Borrower or any of the Restricted Subsidiaries beneficially owns any Equity Interest that is not a Subsidiary.

“Junior Financing” has the meaning specified in [Section 7.12\(a\)](#).

“Junior Financing Documentation” means any documentation governing any Junior Financing.

“Junior Lien Intercreditor Agreement” means a customary “*junior lien*” intercreditor agreement among the Administrative Agent, the Collateral Agent and one or more Representatives for the holders of applicable Indebtedness that is secured (and permitted hereunder to be secured) on a junior basis to the Obligations in form reasonably satisfactory to the Borrower and the Administrative Agent.

“Latest Maturity Date” means, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time, including the latest maturity or expiration date of any Initial Term Loan, 2018 Incremental Term Loan, 2020 Refinancing Term Loan, 2023 Refinancing Term Loan, 2023-A Refinancing Term Loan, [2024 Refinancing Term Loan](#), any New Revolving Commitment, any New Term Commitment, any New Term Loan, any Refinancing Loan, any Refinancing Term Commitment, any Extended Term Loan, any Extended Term Commitment or any Replacement Term Loan, in each case as extended in accordance with this Agreement from time to time.

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

“LCA Election” has the meaning specified in [Section 1.13](#).

“LCA Test Date” has the meaning specified in [Section 1.13](#).

“Lead Arrangers” means JPMorgan Chase Bank, N.A., Barclays Bank PLC, and BMO Capital Markets Corp., Goldman Sachs Lending Partners LLC, Royal Bank Of Canada, The Bank Of Nova Scotia, Canadian Imperial Bank Of Commerce, Stifel Nicolaus and Company, Incorporated, TD Securities (USA) LLC, National Bank Of Canada Financial Inc., ATB Financial and Fédération Des Caisses Desjardins Du Québec, each in its capacity as a joint lead arranger and joint bookrunner under this Agreement and with respect to any amendment to this Agreement (including with respect to the preparation of any such amendment).

“Lender” and **“Lenders”** have the meanings specified in the introductory paragraph to this Agreement and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender.” Each Additional Lender shall be a Lender to the extent any such Person has executed and delivered a Refinancing Amendment, an Incremental Amendment or an amendment to this Agreement in respect of Replacement Term Loans, as the case may be, and such Refinancing Amendment, Incremental Amendment or amendment to this Agreement in respect of Replacement Term Loans, as the case may be, shall have become effective in accordance with the terms hereof and thereof, and each Extending Term Lender shall continue to be a Lender. As of the Closing Date, [Schedule 2.01](#) sets forth the name of each Lender.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent by not less than five (5) Business Days’ written notice; *provided* that such Lender, acting through such office, would be legally entitled to deliver the IRS form(s) and other documentation described in [Section 3.01\(c\)](#), as applicable, demonstrating a complete exemption from U.S. federal withholding tax pursuant to Laws in effect on the date on which such Person designates such Lending Office.

“Lien” means any mortgage, pledge, exclusive license, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature

of a security interest of any kind or nature whatsoever; *provided* that in no event shall a Non-Financing Lease in and of itself be deemed a Lien. For purposes of Section 7.01 and the definition of “Consolidated First Lien Net Debt,” assets leased by the Borrower or a Restricted Subsidiary under a Financing Lease giving rise to a Financing Lease Obligation shall be deemed to be assets of the Borrower or such Restricted Subsidiary subject to a Lien securing such Financing Lease Obligation.

“**Limited Condition Transaction**” means any acquisition or Investment permitted by this Agreement, in each case whose consummation is not conditioned on the availability of, or on obtaining, third party financing.

“**Loan**” means an extension of credit by a Lender to the Borrower under Article II in the form of a loan pursuant to any Commitment.

“**Loan Documents**” means, collectively, (a) this Agreement, (b) the Term Notes, (c) any Refinancing Amendment, Incremental Amendment, Extension Amendment or amendment to this Agreement in respect of Replacement Term Loans, (d) the Collateral Documents and (e) any Intercreditor Agreement.

“**Loan Notice**” means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Term SOFR Loans or CDOR Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed or authenticated by a Responsible Officer of the Borrower.

“**Loan Parties**” means, collectively, (a) the Borrower and (b) each Guarantor.

“**Management Equityholders**” means any of (i) any current or former director, officer, employee or member of management of the Borrower or any of its Subsidiaries or any direct or indirect parent thereof who, at any time, is an investor in the Borrower or any direct or indirect parent thereof, (ii) any trust, partnership, limited liability company, corporate body or other entity established by any such director, officer, employee or member of management of the Borrower or any of its Subsidiaries (or by any Person described in the succeeding clauses (iii) and (iv), as applicable) to hold an investment in the Borrower or any direct or indirect parent thereof in connection with such Person’s estate or tax planning, (iii) any spouse, parents or grandparents of any such director, officer, employee or member of management of the Borrower or any of its Subsidiaries and any and all descendants of the foregoing, together with any spouse of any of the foregoing Persons, who are transferred an investment in the Borrower or any direct or indirect parent thereof by any such director, officer, employee or member of management of the Borrower or any of its Subsidiaries in connection with such Person’s estate or tax planning and (iv) any Person who acquires an investment in the Borrower or any direct or indirect parent thereof by will or by the Laws of intestate succession as a result of the death of an employee of the Borrower or any of its Subsidiaries.

“**Margin Stock**” has the meaning set forth in Regulation U of the FRB, or any successor thereto.

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

“**Material Adverse Effect**” means (a) a material adverse effect on the business, assets, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, (b) a material adverse effect on the material rights and remedies of the Lenders, and the Agents, taken as a whole, under any Loan Document and (c) a material adverse effect on the ability of the Loan Parties, taken as a whole, to perform their material payment obligations under the Loan Documents.

“**Material Debt Instrument**” means any physical instrument evidencing obligations in excess of C\$5,000,000.

“**Material Real Property**” means any fee-owned real property located in the United States or Canada that is owned by a Loan Party and (x) is set forth on Schedule 1.01B or (y) is acquired after the Closing Date with an individual book value in excess of ~~C\$15,000,000~~ 30,000,000 (as determined by the Borrower acting in good faith), except for any such real property that is located in a mortgage tax jurisdiction.

“**Material Subsidiary**” means any Restricted Subsidiary that is not an Immaterial Subsidiary.

“Maturity Date” means (i) with respect to the Initial Term Loans that have not been extended pursuant to [Section 2.17](#), the date that is seven (7) years after the Closing Date, (ii) with respect to the 2018 Incremental Term Loans that have not been extended pursuant to [Section 2.17](#), the date that is seven (7) years after the First Amendment Effective Date, (iii) with respect to the 2020 Refinancing Term Loans that have not been extended pursuant to [Section 2.17](#), the date that is seven (7) years after the First Amendment Effective Date, (iv) with respect to the 2023 Refinancing Term Loans that have not been extended pursuant to [Section 2.17](#), the date that is nine (9) years after the First Amendment Effective Date, (v) with respect to the 2023-A Refinancing Term Loans that have not been extended pursuant to [Section 2.17](#), the date that is nine (9) years after the First Amendment Effective Date, (vi) with respect to [the 2024 Refinancing Term Loans that have not been extended pursuant to Section 2.17, the date that is seven \(7\) years after the Sixth Amendment Effective Date](#) (vii) with respect to any Extended Term Loans of a given Term Loan Extension Series, the final maturity date as specified in the applicable Extension Amendment accepted by the respective Lender or Lenders, (viii) with respect to any Refinancing Term Loans, the final maturity date as specified in the applicable Refinancing Amendment, ~~(viii)~~ with respect to any New Term Loan or New Revolving Commitments, the final maturity date as specified in the applicable Incremental Amendment and ~~(ix)~~ with respect to Replacement Term Loans, the final maturity date as specified in the applicable amendment to this Agreement in respect of such Replacement Term Loans; *provided*, in each case, that if such day is not a Business Day, the applicable Maturity Date shall be the Business Day immediately preceding such day.

“Maximum Rate” has the meaning specified in [Section 10.10](#).

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgage Policies” has the meaning specified in [Section 6.14\(b\)\(ii\)](#).

“Mortgages” means collectively, the deeds of trust, trust deeds, deeds to secure debt, hypothecs, debentures and mortgages made by the Loan Parties in favor or for the benefit of the Collateral Agent on behalf of the Secured Parties in form and substance reasonably satisfactory to the Administrative Agent, executed, delivered and filed, registered or recorded, as applicable, pursuant to [Section 6.12](#) and [Section 6.14](#).

“Multiemployer Plan” means any multiemployer plan as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA, to which the Borrower, any Guarantor or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Municipal Waste Contract” means any contract or franchise agreement with a municipality [or a Producer Responsibility Organization](#) for waste management services, including collection, hauling, disposal and/or processing services, or any local ordinance granting an exclusive waste management services franchise, including collection, hauling disposal and/or processing services.

“Net Cash Proceeds” means:

(a) with respect to the Disposition of any asset by the Borrower or any of the Restricted Subsidiaries or any Casualty Event, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash and Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation or expropriation awards in respect of such Casualty Event actually received by or paid to or for the account of the Borrower or any of the Restricted Subsidiaries) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and required to be repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents, Incremental Equivalent Debt, Refinancing Equivalent Debt, and any other Indebtedness secured by a Lien that is *pari passu* with or expressly subordinated to the Lien on the Collateral securing the Obligations), (B) the out-of-pocket fees and expenses (including attorneys’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by the Borrower or such Restricted Subsidiary in connection with such

Disposition or Casualty Event and restoration costs following a Casualty Event, (C) Taxes (including Restricted Payments in respect thereof pursuant to [Section 7.06](#)) paid or reasonably estimated to be payable in connection therewith (including Taxes imposed on, or that would be payable upon, the distribution or repatriation of any such Net Cash Proceeds), (D) in the case of any Disposition or Casualty Event by a non-Wholly Owned Restricted Subsidiary, the pro-rata portion of the Net Cash Proceeds thereof (calculated without regard to this [clause \(D\)](#)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly Owned Restricted Subsidiary as a result thereof, and (E) any reserve for adjustment in respect of (x) the sale price of such asset or assets established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Borrower or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, it being understood that “Net Cash Proceeds” shall include the amount of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this [clause \(E\)](#); *provided that* for purposes of [Section 2.05\(b\)](#) (x) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such net cash proceeds shall exceed C\$2,500,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Cash Proceeds under this [clause \(a\)](#)) and (y) no such net cash proceeds calculated in accordance with the foregoing realized in any fiscal year shall constitute Net Cash Proceeds under this [clause \(a\)](#) in such fiscal year until the aggregate amount of all such net cash proceeds in such fiscal year shall exceed C\$10,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Cash Proceeds under this [clause \(a\)](#));

(b) with respect to the incurrence or issuance of any Indebtedness by the Borrower or any Restricted Subsidiary or any Permitted Equity Issuance by the Borrower or any direct or indirect parent of the Borrower, the excess, if any, of (A) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuance over (B) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred in connection with such incurrence or issuance; and

(c) with respect to any Permitted Equity Issuance by any direct or indirect parent of the Borrower, the amount of cash from such Permitted Equity Issuance contributed to the capital of the Borrower.

“**Net Income**” means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP.

“**New Project**” means, (x) each plant, facility, branch, office, transfer station, landfill, convenience site which is either a new plant, facility, branch, office, transfer station, landfill, convenience site or an expansion, relocation, remodeling, refurbishment or substantial modernization of an existing plant, facility, branch, office, transfer station, landfill, convenience site owned by the Borrower or the Restricted Subsidiaries which in fact commences operations and (y) each creation (in one or a series of related transactions) of a, business unit, product line, line of operations or service offering to the extent such business unit, product line, line of operations or service offering is offered or each expansion (in one or series of related transactions) of business into a new market or service or through a new distribution method or channel.

“**New Refinancing Term Commitments**” has the meaning specified in [Section 2.15\(a\)](#).

“**New Revolving Commitments**” has the meaning specified in [Section 2.14\(a\)](#).

“**New Term Commitments**” has the meaning specified in [Section 2.14\(a\)](#).

“**New Commitments**” has the meaning specified in [Section 2.14\(a\)](#).

“**New Term Lender**” means each existing Lender or Additional Lender that provides New Term Loans.

“**New Term Loans**” has the meaning specified in [Section 2.14\(a\)](#).

“**Non-Bank Certificate**” has the meaning specified in [Section 3.01\(c\)\(i\)](#).

“Non-Cash Compensation Liabilities” means any non-cash liabilities recorded in connection with stock-based awards, partnership interest-based awards, awards of profits interests, deferred compensation awards and similar incentive based compensation awards or arrangements.

“Non-Consenting Lender” has the meaning specified in the penultimate paragraph of [Section 3.07](#).

“Non-Debt Fund Affiliate” means an Affiliate of any Equity Sponsor that is neither the Borrower, a Subsidiary nor an Affiliated Debt Fund.

“Non-Financing Lease” means any lease determined in accordance with GAAP other than (i) a Financing Lease and (ii) a lease that in accordance with GAAP is an exempt or excluded lease.

“Non-Financing Lease Obligation” means, as to any Person, the obligations of such Person under a Non-Financing Lease.

“Non-Loan Party” means any Subsidiary that is not a Loan Party.

“Not Otherwise Applied” means, with reference to any amount of net cash proceeds of any transaction or event that is proposed to be applied to a particular use or transaction, that such amount has not previously been (and is not simultaneously being) applied to anything other than that such particular use or transaction.

“Obligations” means all (a) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees and expenses that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and expenses are allowed claims in such proceeding, (b) for purposes of the Collateral Documents and [Section 8.03](#) only, obligations of any Loan Party arising under any Secured Hedge Agreement now existing or hereafter arising and including interest, fees and expenses that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and expenses are allowed claims in such proceeding and (c) for purposes of the Collateral Documents and [Section 8.03](#) only, obligations under Secured Cash Management Agreements now existing or hereafter arising and including interest, fees and expenses that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and expenses are allowed claims in such proceeding; *provided* that in the case of [clauses \(b\) and \(c\)](#), only to the extent that, and for so long as, the other Obligations with respect to any Guarantor are so secured or guaranteed, and any release of Collateral or Guarantees effected in a manner permitted by this Agreement shall not require the consent of holders of obligations under Secured Hedge Agreements or obligations under Secured Cash Management Agreements; *provided further* that the Obligations with respect to any Guarantor shall exclude all Excluded Swap Obligations of such Guarantor. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document.

“OFAC” has the meaning specified in the definition of “Sanctions Laws and Regulations.”

“Offered Amount” has the meaning specified in [Section 2.05\(a\)\(v\)\(D\)\(1\)](#).

“Offered Discount” has the meaning specified in [Section 2.05\(a\)\(v\)\(D\)\(1\)](#).

“OID” means original issue discount.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation or amalgamation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. or Canadian jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation

or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction).

“Original Transaction” means, collectively, (a) the funding of the Initial Term Loans, and the execution and delivery of the Loan Documents entered into, on the Closing Date, (b) the Refinancing, (c) the Caesar Acquisition and the Caesar Repo Transaction, (d) the execution and delivery of the Revolving Credit Agreement and documents in connection therewith on the Closing Date, (e) the consummation of any other transactions in connection with any of the foregoing and (f) the payment of the fees and expenses incurred in connection with any of the foregoing, including the Original Transaction Expenses.

“Original Transaction Expenses” means any fees, premiums, expenses and other transaction costs incurred or paid by the Borrower or any of its Subsidiaries or the Equity Sponsor (as defined in the Existing Credit Agreement) or any direct or indirect parent of the Borrower in connection with the Original Transaction (including to fund any OID and upfront fees).

“Other Applicable Indebtedness” has the meaning specified in Section 2.05(b)(ii)(A).

“Other Taxes” has the meaning specified in Section 3.01(d).

“Outstanding Amount” means with respect to the Term Loans of any Class, the Canadian Dollar amount or U.S. Dollar amount, as applicable, thereof after giving effect to any borrowings and prepayments or repayments of Term Loans of any Class.

“Participant” has the meaning specified in Section 10.07(d).

“Participant Register” has the meaning specified in Section 10.07(e).

“Participating Lender” has the meaning specified in Section 2.05(a)(v)(C)(2).

“PATRIOT Act” has the meaning specified in the definition of “Sanctions Laws and Regulations.”

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan or a Foreign Plan, that is subject to Title IV of ERISA or Section 412 of the Code and is sponsored or maintained by the Borrower, any Guarantor or any ERISA Affiliate or to which the Borrower, any Guarantor or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time in the preceding five plan years.

“Permitted Acquisition” has the meaning specified in Section 7.02(i).

“Permitted Equity Issuance” means any sale or issuance of any Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower, in each case to the extent not prohibited hereunder.

“Permitted Exclusive Licenses” has the meaning specified in Section 7.01(j)(i).

“Permitted Holder” means any of (i) any Equity Sponsor, (ii) the Management Equityholders, (iii) the Permitted Transferees of any of the foregoing Persons and (iv) any “group” of which any of the foregoing are members; *provided* that in the case of such “group” and without giving effect to the existence of such “group” or any other “group,” such Persons specified in clauses (i), (ii), and/or (iii) above, collectively, have beneficial ownership, directly or indirectly, of more than 50% of the aggregate ordinary voting power for election of directors represented by the issued and outstanding Equity Interests of the Borrower held, directly or indirectly, by such “group.”

“Permitted Junior Secured Refinancing Debt” has the meaning specified in [Section 2.15\(i\)](#).

“Permitted Pari Passu Secured Refinancing Debt” has the meaning specified in [Section 2.15\(i\)](#).

“Permitted Ratio Debt” means Indebtedness of the Borrower or any Restricted Subsidiary; *provided* that (a) such Indebtedness is either (i) *pari passu* or (ii) subordinated in right of payment to the Obligations, (b) immediately after giving effect thereto and to the use of the proceeds thereof, (i) no Event of Default shall exist or result therefrom and (ii) (A) if such Indebtedness is secured on a *pari passu* basis with the Liens securing the Term Loans, the Total Net First Lien Leverage Ratio is less than or equal to either (x) 4.25:1.00 (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination or (y) in the case of any Permitted Ratio Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net First Lien Leverage Ratio immediately prior to the incurrence or issuance of such Permitted Ratio Debt and consummation of such Permitted Acquisition or permitted Investment, (B) if such Indebtedness will rank junior in right of security with respect to the Liens securing the Term Loans, the Total Net Senior Secured Leverage Ratio is less than or equal to either (x) 5.50:1.00 (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination or (y) in the case of any Permitted Ratio Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net Senior Secured Leverage Ratio immediately prior to the incurrence or issuance of such Permitted Ratio Debt and consummation of such Permitted Acquisition or permitted Investment or (C) if such Permitted Ratio Debt is unsecured, (I) the Total Net Leverage Ratio is less than or equal to either (x) 6.75:1.00 (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination or (y) in the case of any Permitted Ratio Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Total Net Senior Secured Leverage Ratio immediately prior to the incurrence or issuance of such Permitted Ratio Debt and consummation of such Permitted Acquisition or permitted Investment or (II) the Fixed Charge Coverage Ratio after giving Pro Forma Effect to the incurrence of such Indebtedness is greater than or equal to either (x) 2.00:1.00 (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination or (y) in the case of any Permitted Ratio Debt incurred or issued, as the case may be, to finance a Permitted Acquisition or permitted Investment, the Fixed Charge Coverage Ratio immediately prior to the incurrence or issuance of such Permitted Ratio Debt and consummation of such Permitted Acquisition or permitted Investment, (c) such Indebtedness is issued on market terms for the type of Indebtedness issued or with covenants that are not more restrictive (taken as a whole) with respect to the Borrower and the Restricted Subsidiaries than the covenants in this Agreement as reasonably determined by the Borrower in good faith; *provided* that the covenants applicable thereto shall not include any financial maintenance covenant unless such covenant is also added to this Agreement for the benefit of the Lenders; *provided, further*, that a certificate of the Borrower as to the satisfaction of the conditions described in [clause \(c\)](#) above delivered at least two (2) Business Days prior to the incurrence of such Indebtedness stating that the Borrower has reasonably determined in good faith that such covenants satisfy the foregoing requirements, shall be conclusive unless the Administrative Agent notifies the Borrower within such two (2) Business Day period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees) and (d) if secured, is secured on a junior basis to the Obligations and to the extent incurred by a Loan Party, (i) such Indebtedness shall only be secured by Collateral and (ii) such Liens are subject to a Junior Lien Intercreditor Agreement; *provided* that the aggregate principal amount of any Permitted Ratio Debt of Restricted Subsidiaries that are Non-Loan Parties shall not exceed the greater of (A) C\$45,000,000 and (B) 1.5% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis).

“Permitted Receivables Facility” means any one or more receivables financings of the Initial Borrower or any other Loan Party in which the Initial Borrower and/or such Loan Party sells, conveys or otherwise contributes Permitted Securitization Transferred Assets to a Special Purpose Finance Subsidiary, *provided* that the aggregate face value of Permitted Securitization Transferred Assets sold, conveyed or otherwise contributed from time to time and which remain outstanding at any time shall not exceed C\$750,000,000, which Special Purpose Finance Subsidiary then (i) sells any such Permitted Securitization Transferred Assets (or an interest therein) to one or more Receivables Financiers, (ii) borrows from such Receivables Financiers and secures such borrowings by granting a security interest in such Permitted Securitization Transferred Assets or (iii) otherwise finances its acquisitions of such Permitted Securitization Transferred Assets and, in connection therewith, creates or conveys an interest in such Permitted Securitization Transferred Assets (and possibly all of the Special Purpose Finance Subsidiary's property and assets) to such Receivables Financiers; *provided* that (1) such receivables financings shall not involve any recourse to the Initial Borrower or any of the Loan Parties for any reason other than (A) with respect to the performance by the Initial Borrower or an Loan Party of its obligations under the related transaction documents (which

may include the obligation to repurchase ineligible receivables, servicing obligations and customary indemnification obligations but which will not include any obligation to indemnify for credit losses on Permitted Securitization Transferred Assets or for losses on any Indebtedness issued or incurred by a Special Purpose Finance Subsidiary or the Receivables Financiers), (B) recourse in the form of credit enhancement (in whatever form, including overcollateralization, excess spread, a cash reserve or a subordinated loan) in an amount not to exceed at any time an amount, together with the amount of any investment made by the Initial Borrower or any Loan Party contemplated in Section 7.02(gg), equal to 25% of the value of the Permitted Securitization Transferred Assets and (C) a customary performance guarantee by the Initial Borrower of the obligations of any Loan Party becoming an originator and/or servicer under such Permitted Receivables Facility delivered in favor of the Special Purpose Finance Subsidiary.

“Permitted Refinancing” means, with respect to any Person, any modification, refinancing, refunding, replacement, renewal or extension of any Indebtedness of such Person; *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, replaced, renewed or extended except by an amount equal to unpaid accrued interest, fees, premium (including call and tender premiums) thereon, defeasance costs, and fees and expenses incurred (including OID, upfront fees and similar items), in connection with such modification, refinancing, refunding, replacement, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.03(b), Section 7.03(e) and Section 7.03(g), such modification, refinancing, refunding, replacement, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended, (c) if such Indebtedness being modified, refinanced, refunded, replaced, renewed, or extended is Junior Financing, (i) to the extent such Indebtedness being modified, refinanced, refunded, replaced, renewed, or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, replacement, renewal, or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, at least as favorable to the Lenders, in all material respects, as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended, (ii) to the extent such Indebtedness being modified, refinanced, refunded, replaced, renewed, or extended is secured by Liens, (x) such modification, refinancing, refunding, replacement, renewal or extension is unsecured, is not secured by any Liens that do not also secure the Obligations and/or is secured by Liens otherwise permitted under Section 7.01 to the extent the Indebtedness being modified, refinanced, refunded, replaced or extended would have been permitted to be secured by such Lien and (y) to the extent that such Liens are contractually subordinated to the Liens securing the Obligations, such modification, refinancing, refunding, replacement, renewal or extension is either unsecured or is secured (A) by Liens that are contractually subordinated to the Liens securing the Obligations on terms, taken as a whole, at least as favorable to the Lenders, in all material respects, as those contained in the documentation (including any intercreditor or similar agreements) governing the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended or (B) by Liens otherwise permitted under Section 7.01 to the extent the Indebtedness being modified, refinanced, refunded, replaced or extended is then permitted to be secured by such Liens, (iii) to the extent such Indebtedness being modified, refinanced, refunded, replaced, renewed or extended is unsecured, such modification, refinancing, refunding, replacement, renewal or extension shall also be unsecured, (iv) the covenants and defaults of any such modified, refinanced, refunded, replaced, renewed or extended Indebtedness (other than Indebtedness designated by the Borrower with an aggregate original principal amount for all such Indebtedness so designated since the First Amendment Effective Date not to exceed C\$40,000,000) are (x) not materially more restrictive with respect to the Borrower and the Restricted Subsidiaries, as reasonably determined by the Borrower in good faith, than the covenants and defaults of the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended or (y) reflective of market terms and conditions for the type of Indebtedness incurred or issued at the time of issuance or incurrence thereof (as determined by the Borrower in good faith); *provided* that the covenants applicable thereto shall not include any financial maintenance covenant unless such covenant is also added to this Agreement for the benefit of the Lenders; *provided, further*, that a certificate of the Borrower delivered to the Administrative Agent at least two (2) Business Days prior to the incurrence of such Indebtedness stating that the Borrower has reasonably determined in good faith that such covenants and defaults satisfy the foregoing requirement shall be conclusive evidence that such covenants and defaults satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such two (2) Business Day period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees) and (v) such modification, refinancing, refunding, replacement, renewal or extension is incurred by the Person who is the obligor of the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended and no additional obligors become liable for such Indebtedness except to the extent such Person guaranteed the Indebtedness being modified, refinanced, refunded, replaced, renewed or extended (or such guarantee would have otherwise been permitted under Section 7.03), and (d) in the case of any secured Indebtedness incurred or issued in a Permitted Refinancing in respect of any Incremental Equivalent Debt, any Permitted Pari Passu Secured Refinancing Debt, any Permitted Junior Secured Refinancing Debt or any Permitted Refinancing in respect of any of the foregoing, in each case, such Indebtedness incurred or issued in such Permitted Refinancing is

secured only by assets pursuant to one or more security agreements permitted by and subject to a First Lien Intercreditor Agreement or a Junior Lien Intercreditor Agreement, as applicable. Any reference to a Permitted Refinancing in this Agreement or any other Loan Document shall be interpreted to mean (a) a Permitted Refinancing of the subject Indebtedness and (b) any further refinancings constituting a Permitted Refinancing of the Indebtedness resulting from a prior Permitted Refinancing.

“Permitted Securitization Transferred Assets” means, with respect to the Initial Borrower or any other Loan Party, the Initial Borrower's or such Loan Party's accounts receivable, trade receivables, notes receivable, together with certain assets relating thereto (including, if applicable, any deposit accounts established solely for purposes of the Permitted Receivables Facility to which collections on such receivables are deposited) and the right to collections thereon.

“Permitted Transferees” means (a) in the case of the Equity Sponsor, (i) any Affiliate of any of the Equity Sponsor (other than any portfolio operating company of any of the foregoing), (ii) any managing director, general partner, limited partner, director, officer or employee of an Equity Sponsor or any Person described in clause (i) above (collectively, the **“Sponsor Associates”**), (iii) the heirs, executors, administrators, testamentary trustees, legatees or beneficiaries of any Sponsor Associate and (iv) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants; and (b) in the case of any Management Equityholder, (i) his or her executor, administrator, testamentary trustee, heirs, legatee or beneficiaries, (ii) his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants or (iii) a trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Management Equityholder, as applicable, and his or her spouse, parents, siblings, members of his or her immediate family (including adopted and step children) and/or direct lineal descendants.

“Permitted Unsecured Refinancing Debt” has the meaning specified in Section 2.15(i).

“Person” means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership (including any exempted limited partnership), Governmental Authority or other entity.

“Platform” has the meaning specified in the last paragraph of Section 6.02.

“Pledge Agreement” means each of the U.S. Pledge Agreement and the Canadian Pledge Agreement.

“PPSA” means the *Personal Property Security Act* (Ontario) in effect from time to time, provided however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's security interest in any item or portion of the Collateral is governed by the PPSA as in effect in a Canadian jurisdiction other than the Province of Ontario, the term “PPSA” shall mean the Personal Property Security Act or such other applicable legislation (including the Civil Code of Quebec) as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

“Pre-Approved Acquisition” means one or more purchases or acquisitions of all or substantially all of the property and assets of any person or of assets constituting a business unit, a line of business or division of such person or more than a majority of the equity interest in a person made after April 22, 2018 but prior to the Delayed Draw Commitment Termination Date, in each case in accordance with Section 7.02(i).

“Pro Forma Basis” and **“Pro Forma Effect”** mean, with respect to compliance with any test or covenant or calculation hereunder, or the calculation of Consolidated Total Assets or Consolidated EBITDA hereunder, the determination or calculation of such test, covenant, ratio or Consolidated Total Assets or Consolidated EBITDA (including in connection with Specified Transactions or entry into Municipal Waste Contracts or Put-or-Pay Agreements) in accordance with Section 1.08.

“Pro Rata Share” means, with respect to each Lender under any one or more applicable Facilities or Classes at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitment and, if applicable and without duplication, Term Loans of such Lender under the applicable Facility or Facilities (or Class or Classes, as the case may be) at such time and the denominator of which is the amount of the Aggregate Commitments of all Lenders under the applicable Facility or Facilities (or Class or Classes, as the case may be) and, if applicable and without duplication, Term Loans of all Lenders under the applicable Facility or Facilities (or Class or Classes, as the case may be) at such time.

“Producer Responsibility Organization” means Persons that are mandated to collect and/or recover products and packaging as a result of applicable Laws regarding extended producer responsibility including Ontario's *Blue Box Regulation* O.Reg. 391/21 and other recycling and producer responsibility legislation.

“Projected Run Rate EBITDA” means, with respect to any Municipal Waste Contract ~~or~~, Put-or-Pay Agreement ~~or~~ Sustainability Project for any 12-month period, the Consolidated EBITDA which the Borrower reasonably estimates will be generated by and attributable to the relevant contract ~~or project~~ for the 12-month period commencing on (i) in respect of any Municipal Waste Contract or Put-or-Pay Agreement, the first day of the fourth month after the Service Commencement Date for such contract and (ii) in respect of any Sustainability Project, the first day of the fiscal quarter immediately following the fiscal quarter in which the applicable Commercial Operations Date occurs.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Lender” has the meaning specified in the last paragraph of Section 6.02.

“Put-or-Pay Agreement” means, with respect to a Borrower Party, any put-or-pay volume contract, entered into by any Obligor with a counterparty, pursuant to which the counterparty retains the Borrower Party or the Borrower Party retains the counterparty, to provide waste management services including collection, hauling, disposal or processing services and guarantees a minimum tonnage for such services or payment in lieu of such services.

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Qualifying IPO” means any transaction whereby, or upon the consummation of which common Equity Interests of the Borrower (or any direct or indirect parent of the Borrower) are offered or sold (whether through an initial primary underwritten public offering or otherwise) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, or pursuant to the equivalent registration documents filed with the equivalent authority in any applicable Canadian or foreign jurisdiction (whether alone or in connection with a secondary public offering).

“Qualifying Lender” has the meaning specified in Section 2.05(a)(v)(D)(3).

“Quarterly Financial Statements” means the unaudited consolidated balance sheets and related statements of operations and cash flows of the Borrower for the fiscal quarter ended June 30, 2016.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” shall have the meaning provided in Section 10.27.

“Receivables Financier” means one or more Persons who are not Subsidiaries or Affiliates of the Initial Borrower and who are regularly engaged in the business of receivables securitization, which may include one or more asset-backed commercial paper conduits or commercial banks.

“Reference Date” has the meaning specified in the definition of “Available Amount.”

“Refinanced Debt” has the meaning specified in Section 2.15(a).

“**Refinanced Loans**” has the meaning specified in [Section 2.15\(i\)](#).

“**Refinancing**” has the meaning specified in the preliminary statements to this Agreement.

“**Refinancing Amendment**” has the meaning specified in [Section 2.15\(f\)](#).

“**Refinancing Equivalent Debt**” has the meaning specified in [Section 2.15\(i\)](#).

“**Refinancing Facility Closing Date**” has the meaning specified in [Section 2.15\(d\)](#).

“**Refinancing Lenders**” has the meaning specified in [Section 2.15\(c\)](#).

“**Refinancing Loan Request**” has the meaning specified in [Section 2.15\(a\)](#).

“**Refinancing Term Commitments**” has the meaning specified in [Section 2.15\(a\)](#).

“**Refinancing Term Lender**” has the meaning specified in [Section 2.15\(c\)](#).

“**Refinancing Term Loan**” has the meaning specified in [Section 2.15\(b\)](#).

“**Register**” has the meaning specified in [Section 10.07\(c\)](#).

“**Regulation S-X**” means Regulation S-X under the Securities Act.

“**Rejection Notice**” has the meaning specified in [Section 2.05\(b\)\(vii\)](#).

“**Related Indemnified Person**” of an Indemnatee means (a) any controlling person or controlled Affiliate of such Indemnatee, (b) the respective directors, officers, members, or employees of such Indemnatee or any of its controlling Persons or controlled Affiliates and (c) the respective agents of such Indemnatee or any of its controlling Persons or controlled Affiliates, in the case of this [clause \(c\)](#), acting at the instructions of such Indemnatee, controlling Person or such controlled Affiliate; *provided* that each reference to a controlled Affiliate or controlling Person in this definition shall pertain to a controlled Affiliate or controlling Person involved in the negotiation or syndication of the Facilities.

“**Release**” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the Environment or within, from or into any building, structure, facility, landfill or fixture.

“**Replaced Term Loans**” has the meaning specified in [Section 10.01\(B\)\(b\)](#).

“**Replacement Term Loans**” has the meaning specified in [Section 10.01\(B\)\(b\)](#).

“**Reportable Event**” means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

“**Representative**” means, with respect to any series of Indebtedness and any Permitted Refinancing of the foregoing, the trustee, administrative agent, collateral agent, security agent or similar agent or representative under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

“**Repricing Transaction**” means (i) any prepayment or repayment of all or a portion of the Initial Term Loans, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~or~~, the 2023-A [Refinancing Term Loans](#), or the 2024 Refinancing Term Loans with the proceeds of, or any conversion or replacement of Initial Term Loans, the 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loans ~~or~~, 2023-A Refinancing Term [Loans or 2024 Refinancing Term](#) Loans into, any new, converted or replacement tranche of term loans the primary purpose of which is to reduce the All-In Yield

of such term loans relative to the All-In Yield of the Initial Term Loans, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~or~~, the 2023-A Refinancing Term Loans or 2024 Refinancing Term Loans that are so prepaid, repaid or converted but excluding Indebtedness incurred in connection with a Qualifying IPO, Change of Control or Transformative Acquisition and (ii) any amendment to this Agreement the primary purpose of which is to reduce the All-In Yield applicable to the Initial Term Loans, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~or~~, the 2023-A Refinancing Term Loans or 2024 Refinancing Term Loans except for a reduction consummated in connection with a Qualifying IPO, Change of Control or Transformative Acquisition.

“Request for Credit Extension” means with respect to a Borrowing, conversion or continuation of Term Loans, a Loan Notice.

“Required Facility Lenders” means, with respect to any Facility on any date of determination, Lenders having more than 50% of the sum of (i) the Total Outstandings under such Facility and (ii) the aggregate unused Commitments under such Facility; *provided* that the unused Commitments of, and the portion of the Total Outstandings under such Facility or Facilities held, or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of the Required Facility Lenders; *provided, further*, that, to the same extent set forth in Section 10.07(i) with respect to determination of Required Lenders, the Loans of any Affiliated Lender shall be excluded for purposes of making a determination of Required Facility Lenders.

“Required Lenders” means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings, and (b) aggregate unused Term Commitments; *provided* that the unused Term Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; *provided, further*, that the Loans of any Affiliated Lender shall be excluded for purposes of making a determination of Required Lenders to the extent set forth in Section 10.07(i).

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

“Responsible Officer” means the chief executive officer, president, any senior vice president, vice president, chief financial officer, chief operating officer, chief administrative officer, secretary, assistant secretary, controller, treasurer or assistant treasurer or other similar officer or Person performing similar functions of a Loan Party (or, if applicable to any Subsidiary pursuant to local law, director or managing partner or similar official) and, solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a “Responsible Officer” shall refer to a Responsible Officer of the Borrower.

“Restricted” means, when referring to cash or Cash Equivalents of the Borrower or any of its Restricted Subsidiaries, that such cash or Cash Equivalents (i) appear (or would be required to appear) as “restricted” on a consolidated balance sheet of the Borrower or such Restricted Subsidiary (unless such appearance is related to the Loan Documents (or the Liens created thereunder) or other Indebtedness permitted under Section 7.03 which is permitted to be secured by a Lien on the Collateral) or (ii) are subject to any Lien (other than Liens permitted by Section 7.01); *provided* that any cash in a trust account of counsel to the Borrower or counsel of a vendor in connection with the deposit of an amount on account of the purchase price for a Permitted Acquisition or permitted Investment shall not be deemed to be Restricted cash.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any of the Restricted Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the Borrower’s or any Restricted Subsidiary’s equity holders, partners or members (or the equivalent Persons thereof); *provided* that it is expressly understood and agreed that (i) the payment of compensation in the ordinary course of business to future, present or former officers, directors, members of management or consultants and employees of the Borrower or any Restricted Subsidiary shall be deemed not to be Restricted Payments unless such compensation is made to such officers, directors, members of management or consultants and employees solely in their capacities as holders of Equity

Interests in the Borrower or any Restricted Subsidiary and (ii) payments of intercompany indebtedness permitted under this Agreement shall be deemed not to be Restricted Payments.

“Restricted Subsidiary” means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

“Return” means, with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other amount received or realized in respect thereof.

“Revolving Agent” means Bank of Montreal, in its capacity as administrative agent and collateral agent under the Revolving Credit Agreement.

“Revolving Credit Agreement” means that certain Third Amended and Restated Credit Agreement, dated as of September 30, 2016, among the Borrower, the guarantors party thereto, the financial institutions party thereto, and the Revolving Agent, as amended on October 2, 2017, November 30, 2017 and April 19, 2018 and as may further be amended, restated, supplemented or otherwise modified from time to time.

“RFR Business Day” means, for any Loan denominated in (a) U.S. Dollars, a U.S. Government Securities Business Day and (b) Canadian Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which commercial banks in Toronto are authorized or required by law to remain closed.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

“Same Day Funds” means disbursements and payments in immediately available funds.

“Sanctions Laws and Regulations” means any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the Executive Order, the USA PATRIOT Act of 2001 (the **“PATRIOT Act”**), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.) or any other law or executive order relating to economic or financial sanctions administered by the U.S. Department of the Treasury Office of Foreign Assets Control (**“OFAC”**), the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury, the Canadian Government (including the Department of Foreign Affairs and International Trade Canada and the Department of Public Safety Canada) or other relevant sanctions authority.

“SDN” has the meaning specified in the definition of “Designated Person.”

“SEC” means the U.S. Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second Amendment” means that certain Second Amendment to Credit Agreement, dated as of the Second Amendment Effective Date, among the Borrower, the other Loan Parties party thereto, the Additional 2018 Incremental Term Lenders party thereto, Barclays Bank PLC, as Successor Administrative Agent (as defined therein), Citibank, N.A. as Existing Administrative Agent (as defined therein) and the other parties thereto.

“Second Amendment Effective Date” means November 14, 2018.

“Second Amendment Transactions” means, collectively, (a) the Acquisition and other related transactions contemplated by the Merger Agreement, (b) the Equity Contribution (as defined in the Second Amendment), (c) the Second Amendment Refinancing (as defined in the Second Amendment), (d) the execution and delivery of the Second Amendment and related documents to be entered into on the Second Amendment Effective Date, (e) the funding of the Additional 2018 Incremental Term Loans and (f) the payment of the Second Amendment Transaction Expenses (as defined in the Second Amendment).

“Secured Cash Management Agreement” means any Cash Management Obligation permitted under Article VII that is entered into by and between the Borrower or any Restricted Subsidiary and any Cash Management Bank.

“Secured Hedge Agreement” means any Swap Contract permitted under Article VII that is entered into by and between the Borrower or any Restricted Subsidiary and any Hedge Bank.

“Secured Parties” means, collectively, the Agents, the Lenders, each Hedge Bank, each Cash Management Bank, the Supplemental Administrative Agents, the Collateral Agent and each co-agent or sub-agent appointed by the Agents from time to time pursuant to Section 9.05.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Agreement” means each of the U.S. Security Agreement and the Canadian Security Agreement.

“Security Agreement Supplement” means any supplement required in accordance with the terms of any Security Agreement.

“Service Commencement Date” means, with respect to any Municipal Waste Contract or Put-or-Pay Agreement, the date that the provision of the services required under such contract have commenced.

“Sixth Amendment” means that certain Sixth Amendment to Credit Agreement, dated as of the Sixth Amendment Effective Date, among the Borrowers, the other Loan Parties party thereto, the 2024 Refinancing Term Lenders party thereto and Barclays Bank PLC, as Administrative Agent.

“Sixth Amendment Effective Date” means July 3, 2024.

“Sixth Amendment Transactions” means, collectively, (a) the execution and delivery of the Sixth Amendment and related documents to be entered into on the Sixth Amendment Effective Date, (b) the funding of the 2024 Refinancing Term Loans and the refinancing in full of the Existing Term Loans (as defined in the Sixth Amendment) outstanding immediately prior to the Sixth Amendment Effective Date and (c) the payment of fees and expenses in connection therewith.

“SOFR” means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding U.S. Government Securities Business Day.

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

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

“SOFR Borrowing” means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

“SOFR Loan” means a Loan that bears interest at a rate based on Daily Simple SOFR or Term SOFR, other than, in each case, pursuant to clause (c) of the definition of “Base Rate”.

“SOFR Rate Day” has the meaning assigned to such term in the definition of “Daily Simple SOFR”.

“Solicited Discount Proration” has the meaning specified in Section 2.05(a)(v)(D)(3).

“Solicited Discounted Prepayment Amount” has the meaning specified in Section 2.05(a)(v)(D)(1).

“Solicited Discounted Prepayment Notice” means a written notice of the Borrower of Solicited Discounted Prepayment Offers made pursuant to Section 2.05(a)(v)(D) substantially in the form of Exhibit L.

“Solicited Discounted Prepayment Offer” means the irrevocable written offer by each Lender, substantially in the form of Exhibit M, submitted following the Auction Agent’s receipt of a Solicited Discounted Prepayment Notice.

“Solicited Discounted Prepayment Response Date” has the meaning specified in Section 2.05(a)(v)(D)(1).

“Solvent” and **“Solvency”** mean, with respect to any Person on any date of determination, that on such date (a) the fair or realizable value of the assets of such Person and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of such Person and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured or due and do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay such debts and liabilities as they mature or become due, and (d) such Person and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability or due.

“SPC” has the meaning specified in Section 10.07(g).

“Special Purpose Finance Subsidiary” means any Subsidiary or other special purpose entity including a limited partnership, (a majority of the interests of which are held, directly or indirectly, by the Initial Borrower) created solely for the purposes of, and whose sole activities shall consist of, acquiring and then selling or financing Permitted Securitization Transferred Assets pursuant to a Permitted Receivables Facility, and any other activity incidental thereto.

“Specified Default” means any Event of Default under Sections 8.01(a) or (f) (solely with respect to the Borrower).

“Specified Discount” has the meaning specified in Section 2.05(a)(v)(B)(1).

“Specified Discount Prepayment Amount” has the meaning specified in Section 2.05(a)(v)(B)(1).

“Specified Discount Prepayment Notice” means a written notice of the Borrower of an offer of Specified Discount prepayment made pursuant to Section 2.05(a)(v)(B) substantially in the form of Exhibit N.

“Specified Discount Prepayment Response” means the irrevocable written response by each Lender, substantially in the form of Exhibit O, to a Specified Discount Prepayment Notice.

“Specified Discount Prepayment Response Date” has the meaning specified in Section 2.05(a)(v)(B)(1).

“Specified Discount Proration” has the meaning specified in Section 2.05(a)(v)(B)(3).

“Specified Legal Expenses” means, to the extent not constituting an extraordinary, non-recurring or unusual loss, charge or expense, all attorneys’ and experts’ fees and expenses and all other costs, liabilities (including all damages, penalties, fines and indemnification and settlement payments) and expenses paid or payable in connection with any threatened, pending, completed or future claim, demand, action, suit, proceeding, inquiry or investigation (whether civil, criminal, administrative, governmental or investigative).

“Specified Representations” means those representations and warranties made by the Borrower in Section 5.01(a) (with respect to organizational existence of the Loan Parties only), Section 5.01(b)(ii), Section 5.02(a), Section 5.02(b)(A), Section 5.04, Section 5.13, Section 5.18(a) (solely with respect to compliance with the PATRIOT Act and the FCPA), Section 5.18(b), Section 5.18(c) and Section 5.19.

“Specified Transaction” means any Investment that results in a Person becoming a Restricted Subsidiary, any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, any Permitted Acquisition, any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Borrower or constitutes a Disposition of a line of business or division that has an identifiable earnings stream, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Disposition of a business unit, line of business or division of the Borrower or a Restricted Subsidiary, in each case, whether by merger, consolidation, amalgamation or otherwise, or any incurrence or repayment of Indebtedness, including any New Term Loans, any New Revolving Commitments, any Restricted Payment, any New Project or other event (other than the incurrence or repayment of Indebtedness under any revolving credit facility in the ordinary course of business for working capital purposes), that by the terms of this Agreement requires Consolidated EBITDA, Consolidated Total Assets or a financial ratio or test to be calculated on a “Pro Forma Basis” or after giving “Pro Forma Effect.”

“Sponsor Associates” has the meaning specified in the definition of “Permitted Transferee.”

“Submitted Amount” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(1\)](#).

“Submitted Discount” has the meaning specified in [Section 2.05\(a\)\(v\)\(C\)\(1\)](#).

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

“Subsidiary Guarantor” means any Guarantor other than the Borrower.

“Supplemental Administrative Agent” and **“Supplemental Administrative Agents”** have the meanings specified in [Section 9.12\(a\)](#).

“Supported QFC” shall have the meaning provided in [Section 10.27](#).

“Sustainability Business” means any sustainability-related line of business in respect of a landfill, including landfill gas, renewable natural gas, electricity generated from landfill gas or organic or anaerobic digesters that process landfill waste.

“Sustainability Entity” means, in each case with respect to a Sustainability Project: (i) the Borrower or any Restricted Subsidiary or (ii) any Person in which the Borrower or a Restricted Subsidiary holds an Equity Interest that is not a Subsidiary or is an Unrestricted Subsidiary and in respect of which Person or Unrestricted Subsidiary the proportionate equity share of Consolidated EBITDA is included in applicable calculations in accordance with the terms of this Agreement.

“Sustainability Project” means for any Sustainability Entity, the applicable project to be carried on by such Person engaged in a Sustainability Business.

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

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

“**Swap Termination Value**” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined in good faith by the Borrower.

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

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to Term SOFR or the CDOR Rate.

“**Term Commitment**” means, ~~(vu)~~ a 2018 Incremental Term Commitment, ~~(wv)~~ a 2020 Refinancing Term Commitment, ~~(xw)~~ a 2023 Refinancing Term Commitment, ~~(yx)~~ a 2023-A Refinancing Term Commitment ~~(y)~~ a 2024 Refinancing Term Commitment or (z) as to each Term Lender, its obligation to make a Term Loan to the Borrower, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Lender under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Lender pursuant to an Assignment and Assumption, (ii) an Incremental Amendment, (iii) a Refinancing Amendment, (iv) an Extension Amendment or (v) an amendment to this Agreement in respect of Replacement Term Loans. The amount of each Lender’s Initial Term Commitment as of the Closing Date is set forth on Schedule 2.01 under the caption “Initial Term Commitment”; and the amount of each Lender’s other Term Commitments shall be as set forth in the Assignment and Assumption, Incremental Amendment, Refinancing Amendment, Extension Amendment or amendment to this Agreement in respect of Replacement Term Loans pursuant to which such Lender shall have assumed its Term Commitment, as the case may be, as such amounts may be adjusted from time to time in accordance with this Agreement.

“**Term Lender**” means, at any time, any Lender that has a Term Commitment or a Term Loan at such time.

“**Term Loan**” means (i) the Initial Term Loans, (ii) the 2018 Incremental Term Loans, (iii) the 2020 Refinancing Term Loans, (iv) the 2023 Refinancing Term Loans, (v) the 2023-A Refinancing Term Loans ~~and~~ ~~(vi)~~ the 2024 Refinancing Term Loans and ~~(vii)~~ any New Term Loan, Refinancing Term Loan, Extended Term Loan or Replacement Term Loan effected pursuant to Section 2.14, Section 2.15, Section 2.17 or Section 10.01(B)(c) as applicable, and the related Incremental Amendment, Refinancing Amendment, Extension Amendment or amendment to this Agreement in respect of Replacement Term Loans.

“**Term Loan Extension**” means any establishment of Extended Term Commitments and Extended Term Loans pursuant to Section 2.17 and the applicable Extension Amendment.

“**Term Loan Extension Election**” has the meaning specified in Section 2.17(b).

“**Term Loan Extension Series**” has the meaning specified in Section 2.17(a).

“**Term Loan Increase**” has the meaning specified in Section 2.14(a).

“**Term Note**” means a promissory note of the Borrower payable to any Term Lender or its registered assigns, in substantially the form of Exhibit D hereto, evidencing the aggregate Indebtedness of the Borrower to such Term Lender resulting from the Term Loans held by such Term Lender.

“**Term SOFR**” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“**Term SOFR Administrator**” means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion and in consultation with the Borrower).

“**Term SOFR Loan**” means a Loan that bears interest at a rate based on Term SOFR.

“**Term SOFR Reference Rate**” means the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

“**Termination Date**” has the meaning specified in Section 9.11(a).

“**Test Period**” in effect at any time means the most recent period of four consecutive fiscal quarters of the Borrower ended on or prior to such time (taken as one accounting period) in respect of which financial statements for each quarter or fiscal year in such period have been or are required to be delivered pursuant to Section 6.01(a) or (b), as applicable. A Test Period may be designated by reference to the last day thereof (i.e., the “December 31, 2016 Test Period” refers to the period of four consecutive fiscal quarters of the Borrower ended December 31, 2016), and a Test Period shall be deemed to end on the last day thereof.

“**Third Amendment**” means that certain Third Amendment to Credit Agreement, dated as of the Third Amendment Effective Date, among the Borrower, the other Loan Parties party thereto, the 2020 Refinancing Term Lenders party thereto and Barclays Bank PLC, as Administrative Agent.

“**Third Amendment Effective Date**” means December 22, 2020.

“**Third Amendment Transactions**” means, collectively, (a) the execution and delivery of the Third Amendment and related documents to be entered into on the Third Amendment Effective Date, (b) the funding of the 2020 Refinancing Term Loans and the refinancing in full of the Existing Term Loans (as defined in the Third Amendment) outstanding immediately prior to the Third Amendment Effective Date and (c) the payment of fees and expenses in connection therewith.

“**Threshold Amount**” means €~~50,000,000~~100,000,000.

“Total Net First Lien Leverage Ratio” means, with respect to any Test Period, the ratio of (a) Consolidated First Lien Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

“Total Net Leverage Ratio” means, with respect to any Test Period, the ratio of (a) Consolidated Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

“Total Net Senior Secured Leverage Ratio” means, with respect to any Test Period, the ratio of (a) Consolidated Senior Secured Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

“Total Outstandings” means the aggregate Outstanding Amount of all Loans.

“Trade Date” has the meaning specified in [Section 10.07\(b\)\(i\)\(B\)](#).

“TransForce Acquisition” means the acquisition by the Borrower from TFI Holdings Inc. of all of the outstanding shares of Services Matrec Inc. and of the other indirect wholly-owned Subsidiary companies of TFI Holdings Inc. comprising the solid waste division of TransForce Inc. pursuant to the TransForce Share Purchase Agreement.

“TransForce Share Purchase Agreement” means the share purchase agreement made the 28th day of October 2015 between TFI Holdings Inc., as vendor, the Borrower, as purchaser, and TransForce Inc., as vendor’s guarantor, relating to the TransForce Acquisition, as amended on February 1, 2016.

“Transformative Acquisition” means any acquisition by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition or (b) permitted by the terms of this Agreement immediately prior to the consummation of such acquisition, but would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under the this Agreement for the continuation and/or expansion of the combined operations following such consummation, as determined by the Borrower acting in good faith.

“Type” means, with respect to a Loan, its character as a Base Rate Loan, Canadian Prime Rate Loan, CDOR Rate Loan or a Term SOFR Loan.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Uniform Commercial Code” means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“United States” and **“U.S.”** mean the United States of America.

“Unrestricted Subsidiary” means any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary pursuant to [Section 6.15](#) subsequent to the date hereof, in each case, until such Person ceases to be an Unrestricted Subsidiary of the Borrower in accordance with [Section 6.15](#) or ceases to be a Subsidiary of the Borrower.

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

“U.S. Special Resolution Regimes” shall have the meaning provided in [Section 10.27](#).

“U.S. Dollar” and **“\$”** mean lawful money of the United States.

“U.S. Lender” has the meaning specified in [Section 3.01\(c\)\(iv\)](#).

“**U.S. Loan Party**” means a Loan Party or other Subsidiary of the Borrower that is a U.S. Person.

“**U.S. Person**” means any Person that is a “United States person” as defined in Section 7701(a)(30) of the Code.

“**U.S. Pledge Agreement**” means, collectively, one or more Securities Pledge Agreements executed by the U.S. Loan Parties party thereto, together with any supplemental pledge agreement executed and delivered pursuant to Section 6.12, as amended, restated amended and restated, supplemented or otherwise modified from the time to time.

“**U.S. Security Agreement**” means, collectively, the U.S. Security Agreement executed by the Loan Parties party thereto, substantially in the form of Exhibit G-1, together with any Security Agreement Supplement executed and delivered pursuant to Section 6.12, as amended, restated amended and restated, supplemented or otherwise modified from the time to time.

“**U.S. Subsidiary**” means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

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

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

“**Weighted Average Life to Maturity**” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final scheduled maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (b) the then outstanding principal amount of such Indebtedness; *provided* that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended, the effects of any prepayments or amortization made on such Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

“**Wholly Owned**” means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director’s qualifying shares and (y) nominal shares issued to foreign nationals to the extent required by applicable Laws) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

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

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

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

(ii) References in this Agreement and any other Loan Document to the introductory paragraph, preliminary statements, an Exhibit, Schedule, Article, Section, clause or sub-clause refer (A) to the appropriate introductory paragraph, preliminary statements, Exhibit or Schedule to, or Article, Section, clause or sub-clause in, this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears.

(iii) The terms “include,” “includes” and “including” are by way of example and not limitation.

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

(v) The words “assets” and “property” shall be construed to have the same meaning and effect.

(vi) The word “or” is not exclusive.

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

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

Section 1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, except as otherwise specifically prescribed herein.

Section 1.04 Rounding. Except as expressly otherwise provided herein, any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, documents (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, amendments and restatements, extensions, supplements, replacements, refinancings and other modifications thereto, but only to the extent that such amendments, restatements, amendments and restatements, extensions, supplements, replacements, refinancings, and other modifications are not prohibited by any Loan Document; (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law and (c) references to any Person shall include such Person’s successors and permitted assigns.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Certain Calculations.

(a) If more than one action occurs on any given date the permissibility or the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, solely as it relates to the amount of the Available Amount, the permissibility of the taking of each such action shall be determined independently and in no event may any

two or more such actions be treated as occurring simultaneously, i.e. each transaction must be permitted under the Available Amount as so calculated.

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, any Total Net Leverage Ratio test, any Total Net First Lien Leverage Ratio test, any Total Net Senior Secured Leverage Ratio test and any Fixed Charge Coverage Ratio test, the amount of Consolidated EBITDA and/or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to [Section 1.14](#)), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any Total Net Leverage Ratio test, any Total Net First Lien Leverage Ratio test, any Total Net Senior Secured Leverage Ratio test and/or any Fixed Charge Coverage Ratio test) (any such amounts, the “**Fixed Amounts**”) substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, any Total Net Leverage Ratio test, any Total Net First Lien Leverage Ratio test, any Total Net Senior Secured Leverage Ratio test and/or any Fixed Charge Coverage Ratio test) (any such amounts, the “**Incurrence-Based Amounts**”), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Amounts.

Section 1.08 Pro Forma Calculations. (a) Notwithstanding anything to the contrary herein, Consolidated EBITDA, Consolidated Total Assets and any financial ratios or tests, including the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio and the Fixed Charge Coverage Ratio, shall be calculated in the manner prescribed by this [Section 1.08](#); *provided* that notwithstanding anything to the contrary in [clauses \(b\), \(c\) or \(d\)](#) of this [Section 1.08](#), when calculating the Total Net First Lien Leverage Ratio for purposes of [Section 2.05\(b\)\(i\)](#), the events described in this [Section 1.08](#) that occurred subsequent to the end of the applicable Test Period shall not be given *pro forma* effect.

(b) For purposes of calculating Consolidated EBITDA, Consolidated Total Assets and any financial ratios or tests, including the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio and the Fixed Charge Coverage Ratio and compliance with covenants determined by reference to Consolidated EBITDA or Consolidated Total Assets, Municipal Waste Contracts and Put-or-Pay Agreements that have been entered into ~~and~~, Specified Transactions ~~that have been made and Sustainability Projects~~ (and the incurrence or repayment of any Indebtedness in connection therewith, subject to [clause \(d\)](#) of this [Section 1.08](#)) ~~that have been made~~, in each case, (i) during the applicable Test Period or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of Consolidated EBITDA, Consolidated Total Assets or any such ratio is made shall be calculated on a *pro forma* basis (x) assuming that all such Municipal Waste Contracts and Put-or-Pay Agreements shall have been entered into and all such Specified Transactions ~~had occurred or Sustainability Projects were in existence~~ (and any increase or decrease in Consolidated EBITDA and Consolidated Total Assets and the component financial definitions used therein attributable to any Specified Transaction) ~~had occurred or Sustainability Project~~ on the first day of the applicable Test Period and (y) including projected and not yet realized revenue and projected and not yet accrued costs, expenses and other charges or liabilities pursuant to any such Municipal Waste Contracts ~~and~~, Put-or-Pay Agreements ~~or Sustainability Projects~~. If since the beginning of any (i) applicable Test Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have entered into any Municipal Waste Contract or Put-or-Pay Agreements ~~or~~, made any Specified Transaction ~~or have a Sustainability Project~~ that would have required adjustment pursuant to this [Section 1.08](#) or (ii) any Sustainability Entity since the beginning of such period shall have a Sustainability Project, then the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio, and the Fixed Charge Coverage Ratio, Consolidated EBITDA and Consolidated Total Assets shall be calculated to give *pro forma* effect thereto in accordance with this [Section 1.08](#). For greater certainty, with respect to adjustments to Consolidated EBITDA with respect to any Municipal Waste Contract or Put-or-Pay Agreement, (a) Projected Run Rate EBITDA shall be used for each 12-month period commencing on the later of (1) the date of execution of the contract and (2) nine months and one day prior to the Service Commencement Date and ending on that date which is three months after the Service Commencement Date, (b) for any 12-month period ending more than three months after the Service Commencement Date but not more than 15 months after the Service Commencement Date, actual Consolidated EBITDA generated by and attributable to the relevant contract shall be included for each month which is more than three months after the Service

Commencement Date and Projected Run Rate EBITDA, pro-rated for the balance of the relevant 12-month period, shall be used for each month in such period ended on the last day of the third month after the Service Commencement Date (such that Consolidated EBITDA determined at the end of the fourth month following the Service Commencement Date shall be the sum of actual Consolidated EBITDA for such fourth month plus 11/12 of the 12-month Projected Run Rate EBITDA), and (c) for any 12-month period ending more than 15 months after the Service Commencement Date, only actual Consolidated EBITDA shall be used and there shall be no adjustment with respect to the relevant contract. To avoid duplication, the actual Consolidated EBITDA generated during the 12-month period ending three months after the Service Commencement Date shall be deducted from the calculation of Consolidated EBITDA for the relevant contract. For greater certainty, with respect to adjustments to Consolidated EBITDA with respect to any Sustainability Project, (a) Projected Run Rate EBITDA shall be used for the four fiscal quarter period commencing on the first day of the fiscal quarter in which the applicable Commercial Operations Date occurs provided that actual Consolidated EBITDA generated by and attributable to the relevant Sustainability Project shall be included for each month for which commercial operations are conducted commencing with the first month in the first full fiscal quarter following the Commercial Operations Date and Projected Run Rate EBITDA, adjusted for the balance of the relevant four fiscal quarter period, shall be used for each other month in such period (such that if the Commercial Operations Date occurs on the last day of the first month of a fiscal quarter, then (i) Consolidated EBITDA determined at the end of such fiscal quarter shall be the 12-month Projected Run Rate EBITDA, (ii) Consolidated EBITDA determined at the end of the next following fiscal quarter (being the first full fiscal quarter following the Commercial Operations Date) shall be the sum of actual EBITDA for such fiscal quarter plus the last nine months of the 12-month Projected Run Rate EBITDA, (iii) Consolidated EBITDA determined at the end of the next following fiscal quarter shall be the sum of actual EBITDA for the two fiscal quarters then ended plus the last six months of the 12-month Projected Run Rate EBITDA, and (iv) Consolidated EBITDA determined at the end of the next following fiscal quarter shall be the sum of actual Consolidated EBITDA for the three fiscal quarters then ended plus the last three months of the 12-month Projected Run Rate EBITDA), and thereafter (b) only actual Consolidated EBITDA shall be used and there shall be no adjustment with respect to the relevant Sustainability Project, provided that for each of paragraphs (a) and (b) up to a maximum of 80% of the proportionate equity share of Projected Run Rate EBITDA in respect of the applicable Sustainability Project may be included in Consolidated EBITDA for the applicable period.

(c) Subject to the paragraph immediately below with respect to Sustainability Projects, ~~W~~ whenever *pro forma* effect is to be given to an Municipal Waste Contract or Put-or-Pay Agreement ~~or~~, a Specified Transaction or a Sustainability Project, the *pro forma* calculations shall be made in good faith by a Responsible Officer of the Borrower and may include, for the avoidance of doubt, (x) projected and not yet realized revenue and projected and not yet accrued costs, expenses and other charges or liabilities pursuant to any such Municipal Waste Contracts ~~and~~, Put-or-Pay Agreements or Sustainability Projects and (y) the amount of “run rate” cost savings, operating expense reductions, restructuring charges and expenses and cost synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a *pro forma* basis as though such cost savings, operating expense reductions, restructuring charges and expenses and cost synergies had been realized on the first day of such period and as if such cost savings, operating expense reductions, restructuring charges and expenses and cost synergies were realized during the entirety of such period) relating to such Municipal Waste Contract ~~or~~, Put-or-Pay Agreement, Sustainability Projects or Specified Transaction, and “run rate” means the full recurring benefit for a period that is associated with any action taken, committed to be taken or expected to be taken (including any savings expected to result from the elimination of a public target’s compliance costs with public company requirements), net of the amount of actual benefits realized during such period from such actions; *provided* that (A) with respect to clause (y) above, such amounts are reasonably identifiable and factually supportable (in the good faith determination of the Borrower), (B) with respect to clause (y) above, such actions are taken, committed to be taken or expected to be taken no later than eighteen (18) months after the date of such Specified Transaction or entry into such Municipal Waste Contract, (C) no amounts shall be added pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a *pro forma* adjustment or otherwise, with respect to such period and (D) it is understood and agreed that, subject to compliance with the other provisions of this Section 1.08(c), amounts to be included in *pro forma* calculations pursuant to this Section 1.08(c) may be included in Test Periods in which the Municipal Waste Contract or Put-or-Pay Agreement ~~or~~, Specified Transaction or Sustainability Project to which such amounts relate to is no longer being given *pro forma* effect pursuant to Section 1.08(b). In addition, for *pro forma* calculations with respect to any Sustainability Project, the following shall apply: (x) the *pro forma* adjustments referred to in the paragraph immediately above may be made commencing on the Commercial Operations Date for such Sustainability Project, (y) a commodity price index mutually agreeable to the Borrower and the Administrative Agent, acting reasonably, shall be used for the applicable commodity to which such Sustainability Project relates, it being agreed that for renewable natural gas the following are acceptable indices: “RIN” from the “Oil Price Information Service” or “Brown Gas” from “Bloomberg”, and (z) the aggregate amount of Consolidated EBITDA for all Sustainability Entities referred to in subsection (ii) of such definition included

in any period pursuant to this Agreement shall not exceed an amount equal to 5.0% of the Consolidated EBITDA of the Borrower for the same period.

(d) In the event that the Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by repurchase, redemption, retirement, extinguishment, defeasance, discharge, escrow or similar arrangements) any Indebtedness included in the calculations of the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio or the Fixed Charge Coverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Test Period or (ii) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio and the Fixed Charge Coverage Ratio, as applicable, shall be calculated giving *pro forma* effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date such calculation is being made had been the applicable rate for the entire period (taking into account any Swap Contract applicable to such Indebtedness). Interest on a Financing Lease shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Borrower to be the rate of interest implicit in such Financing Lease in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Term SOFR, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Borrower may designate.

(e) On and after the date *pro forma* effect is to be given to a Permitted Acquisition and on which the Borrower or any Restricted Subsidiary is incurring or deemed to be incurring Indebtedness, which Permitted Acquisition has yet to be consummated but for which a definitive agreement governing such Permitted Acquisition has been executed and remains in effect, such *pro forma* effect shall be deemed to continue at all times thereafter, and such Permitted Acquisition shall be deemed to have been consummated and all such Indebtedness incurred or deemed to be incurred in connection with such Permitted Acquisition shall be deemed to be outstanding, for purposes of determining ratio-based conditions and baskets (including baskets that are determined on the basis of Consolidated EBITDA or Consolidated Total Assets) until such Permitted Acquisition is consummated or such definitive agreement is terminated (it being understood that any such Indebtedness that is actually incurred shall continue to be treated as outstanding (until actually repaid) for such purposes notwithstanding the termination of such agreement or consummation of such Permitted Acquisition); *provided that pro forma* effect shall also be given to Consolidated EBITDA in connection with any such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of the applicable Test Period to the extent the applicable ratio being so calculated would be greater than the calculation of such ratio without giving such *pro forma* effect to the calculation of Consolidated EBITDA after giving effect to the preceding provisions of this clause (e), but in no event shall such *pro forma* effect of the calculation of Consolidated EBITDA be given effect to the extent it would result in the applicable ratio being less than the calculation of such ratio without giving *pro forma* effect to such Permitted Acquisition.

(f) It is expressly understood and agreed that *pro forma* adjustments and calculations need not be prepared in compliance with Regulation S-X; *provided that*, to the extent any *pro forma* adjustments pursuant to Section 1.08(c) are not in compliance with Regulation S-X, the aggregate amount of such add-backs to Consolidated EBITDA shall be subject to the limitation set forth in clause (a)(xi) of the definition of Consolidated EBITDA.

Section 1.09 Currency Equivalents Generally. (a) For purposes of determining compliance with Section 7.01, Section 7.02, Section 7.03, Section 7.05, Section 7.06, Section 7.08 and Section 7.12 with respect to the amount of any Lien, Investment, Indebtedness, Disposition, Restricted Payment, Affiliate transaction or prepayment, redemption, purchase, defeasance or other satisfaction of Indebtedness (a “**subject transaction**”) in a currency other than Canadian Dollars, (i) the Canadian Dollar equivalent amount of a subject transaction in a currency other than Canadian Dollars shall be calculated based on the relevant currency exchange rate in effect on the date of such subject transaction and, in the case of the incurrence of Indebtedness, on the date incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided that* if such Indebtedness is incurred to extend, replace, refund,

refinance, renew or defease (collectively, a “**refinancing**”) other Indebtedness denominated in a currency other than Canadian Dollars, and such extension, refunding, replacement, refinancing, renewal or defeasance would cause the applicable Canadian Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Canadian Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the aggregate amount of unpaid and accrued interest, premium (including tender and call premiums) thereon, defeasance costs and fees and expenses incurred (including OID, upfront fees and similar interest), in connection with such extension, replacement, refunding, refinancing, renewal or defeasance and (ii) for the avoidance of doubt, it is agreed no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time of such subject transaction (so long as such subject transaction, at the time incurred, made, acquired, committed or entered into (or declared in the case of a Restricted Payment) was permitted hereunder).

(b) For purposes of determining the Total Net Leverage Ratio, the Total Net First Lien Leverage Ratio, the Total Net Senior Secured Leverage Ratio and the Fixed Charge Coverage Ratio, amounts denominated in a currency other than Canadian Dollars will be converted to Canadian Dollars at the currency exchange rates used in preparing the Borrower’s financial statements corresponding to the Test Period with respect to the applicable date of determination and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of Swap Contracts permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Canadian Dollar equivalent of such Indebtedness.

Section 1.10 Certifications. All certificates and other statements required to be made by any director, officer, employee or member of management of a Loan Party pursuant to any Loan Document are and will be made on the behalf of such Loan Party and not in such officer’s, director’s, employee’s or member of management’s individual capacity.

Section 1.11 Payment or Performance. When the payment of any obligation or the performance of any action, covenant, duty or obligation under any Loan Document is stated to be due or performance required on a day which is not a Business Day (other than as described in the definition of “Interest Period” and in Section 2.12(b)), the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be.

Section 1.12 Quebec Interpretation Clause. For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall be deemed to include “movable property”, (b) “real property” shall be deemed to include “immovable property”, (c) “tangible property” shall be deemed to include “corporeal property”, (d) “intangible property” shall be deemed to include “incorporeal property”, (e) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim” and a “resolatory clause”, (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code, (g) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to an “opposable” or “set up” Liens as against third parties, (h) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (i) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall be deemed to include a “mandatary”, (k) “construction liens” shall be deemed to include “legal hypothecs”, (l) “joint and several” shall be deemed to include “solidary”, (m) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (n) “beneficial ownership” shall be deemed to include “ownership on behalf of another as mandatory”, (o) “easement” shall be deemed to include “servitude”, (p) “priority” shall be deemed to include “prior claim”, (q) “survey” shall be deemed to include “certificate of location and plan”, and (r) “fee simple title” shall be deemed to include “absolute ownership”.

Section 1.13 Treatment of Subsidiaries Prior to Joinder. Each Subsidiary of the Borrower that is required to be joined as a Loan Party pursuant to Section 6.12 shall, until the completion of such joinder, be deemed for the purposes of Article VII of this Agreement to be a Loan Party from and after the date of formation or acquisition of such subsidiary.

Section 1.14 Limited Condition Transactions.

In connection with any action being taken solely in connection with a Limited Condition Transaction (including any contemplated incurrence or assumption of Indebtedness in connection therewith), for purposes of:

- (a) determining compliance with any provision of this Agreement that requires the calculation of the Total Net First Lien Leverage Ratio, Total Net Senior Secured Leverage Ratio, Total Net Leverage Ratio and/or Fixed Charge Coverage Ratio;
- (b) determining the accuracy of representations and warranties and/or whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default); or
- (c) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated EBITDA or by reference to the Available Amount);

in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCA Election**"), with such option to be exercised on or prior to the date of execution of the definitive agreements with respect to such Limited Condition Transaction, the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements with respect to such Limited Condition Transaction are entered into (the "**LCA Test Date**"), and if, after giving Pro Forma Effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) as if they had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with.

For the avoidance of doubt, if the Borrower has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated EBITDA of the Borrower or the Person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations; provided however, if any ratios improve or baskets increase as a result of such fluctuations, such improved ratios or baskets may be utilized. If the Borrower has made an LCA Election for any Limited Condition Transaction, then, in connection with any subsequent calculation of the ratios or baskets on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) have been consummated.

Section 1.15 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time. If the Borrower consummates such a division or plan of division, any resulting entity shall be deemed to be a successor to the Borrower with joint and several liability for the Borrower's Obligations hereunder.

Section 1.16 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, Canadian Prime Rate, any Term Benchmark, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Base Rate, Canadian Prime Rate, any Term Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Base Rate, Canadian Prime Rate, any Term Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion, after consultation with the Borrower, to ascertain Base Rate, Canadian Prime Rate, any Term Benchmark or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or

consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

The Commitments and Borrowings

Section 2.01 The Loans.

(a) Subject to the terms and conditions set forth herein, each Term Lender with an Initial Canadian Term Commitment severally agrees to make to the Borrower a single loan denominated in Canadian Dollars equal to such Lender's Initial Canadian Term Commitment on the Closing Date (each such term loan, an **"Initial Canadian Term Loan"** and, collectively, the **"Initial Canadian Term Loans"**). Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Initial Canadian Term Loans may be Canadian Prime Rate Loans or CDOR Rate Loans, as further provided herein.

(b) Subject to the terms and conditions set forth herein, each Term Lender with an Initial U.S. Term Commitment severally agrees to make to the Borrower a single loan denominated in U.S. Dollars equal to such Lender's Initial U.S. Term Commitment on the Closing Date (each such term loan, an **"Initial U.S. Term Loan"** and, collectively, the **"Initial U.S. Term Loans"**; together with the Initial Canadian Term Loans, each an **"Initial Term Loan"** and collectively, the **"Initial Term Loans"**). Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. Initial U.S. Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(c) Subject to the terms and conditions set forth herein, each 2018 Incremental Term Lender with a 2018 Incremental Term Commitment severally agrees to make to the Borrower (i) on the First Amendment Effective Date, Effective Date Incremental Term Loans not to exceed the amount of its Effective Date Incremental Term Commitment and (ii) from time to time on or after the First Amendment Effective Date and during the Delayed Draw Commitment Period, Delayed Draw Term Loans not to exceed the amount of its Delayed Draw Term Commitment. For the avoidance of doubt, the Effective Date Incremental Term Loans and the Delayed Draw Term Loans will be of the same Class. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. The 2018 Incremental Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(d) Subject to the terms and conditions set forth herein, each Additional 2018 Incremental Term Lender with an Additional 2018 Incremental Term Commitment severally agrees to make to the Borrower on the Second Amendment Effective Date Additional 2018 Incremental Term Loans not to exceed the amount of its Additional 2018 Incremental Term Commitment. For the avoidance of doubt, the Additional 2018 Incremental Term Loans made pursuant to this Section 2.01(d) and the 2018 Incremental Term Loans made pursuant to Section 2.01(c) on the First Amendment Effective Date shall comprise a single Class and, after giving effect to the Second Amendment and the borrowing of the Additional 2018 Incremental Term Loans on the Second Amendment Effective Date, the Additional 2018 Incremental Term Loans shall constitute 2018 Incremental Term Loans for all purposes hereunder. Amounts borrowed under this Section 2.01(d) and repaid or prepaid may not be reborrowed. The Additional 2018 Incremental Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(e) Subject to the terms and conditions set forth herein, each 2020 Refinancing Term Lender with a 2020 Refinancing Term Commitment severally agrees to make to the Borrower on the Third Amendment Effective Date 2020 Refinancing Term Loans not to exceed the amount of its 2020 Refinancing Term Commitment. Amounts borrowed under this Section 2.01(e) and repaid or prepaid may not be reborrowed. The 2020 Refinancing Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(f) Subject to the terms and conditions set forth herein, each 2023 Refinancing Term Lender with a 2023 Refinancing Term Commitment severally agrees to make to the Borrowers on the Fourth Amendment Effective Date 2023 Refinancing Term Loans

not to exceed the amount of its 2023 Refinancing Term Commitment. Amounts borrowed under this Section 2.01(f) and repaid or prepaid may not be reborrowed. The 2023 Refinancing Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(g) Subject to the terms and conditions set forth herein, each 2023-A Refinancing Term Lender with a 2023-A Refinancing Term Commitment severally agrees to make to the Borrowers on the Fifth Amendment Effective Date 2023-A Refinancing Term Loans not to exceed the amount of its 2023-A Refinancing Term Commitment. Amounts borrowed under this Section 2.01(g) and repaid or prepaid may not be reborrowed. The 2023-A Refinancing Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(h) Subject to the terms and conditions set forth herein, each 2024 Refinancing Term Lender with a 2024 Refinancing Term Commitment severally agrees to make to the Borrowers on the Sixth Amendment Effective Date 2024 Refinancing Term Loans not to exceed the amount of its 2024 Refinancing Term Commitment. Amounts borrowed under this Section 2.01(h) and repaid or prepaid may not be reborrowed. The 2024 Refinancing Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

Section 2.02 Borrowings, Conversions and Continuations of Loans. (a) Each Borrowing, each conversion of Loans of a given Class from one Type to the other, and each continuation of Term SOFR Loans and CDOR Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent (*provided* that, subject to Section 3.05, the notice in respect of the initial Borrowings on the Closing Date, or in connection with any Permitted Acquisition or other acquisition permitted under this Agreement, or in connection with any Borrowing or Extension, as applicable, under an Incremental Amendment, Refinancing Amendment, amendment in respect of Replacement Term Loans or Extension Amendment, may be conditioned on, with respect to the funding of the initial Borrowing under this Agreement, the closing of the Original Transaction, the First Amendment Transactions or, with respect to any future Borrowing under this Agreement, such Permitted Acquisition or other acquisition or any such Borrowing or Extension under an Incremental Amendment, Refinancing Amendment, amendment in respect of Replacement Term Loans or Extension Amendment, as applicable), which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (New York City time) (i) three (3) Business Days prior to the requested date of any Borrowing or continuation of Term SOFR Loans and CDOR Rate Loans or any conversion of Base Rate Loans to Term SOFR Loans or Canadian Prime Rate Loans to CDOR Rate Loans and (ii) one (1) Business Day prior to the requested date of any Borrowing of Base Rate Loans or Canadian Prime Rate Loans or conversion of any Term SOFR Loans to Base Rate Loans or CDOR Rate Loans to Canadian Prime Rate Loans; *provided, however*, that if the Borrower wishes to request Eurodollar Rate Loans or CDOR Rate Loans having an Interest Period other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Appropriate Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Except as provided in Sections 2.14 and 2.15, each Borrowing of, conversion to or continuation of Term SOFR Loans and CDOR Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof, or C\$1,000,000 or a whole multiple of C\$100,000 in excess thereof, as applicable. Except as provided in Sections 2.14 and 2.15, each Borrowing of or conversion to Base Rate Loans or Canadian Prime Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, or of C\$500,000 or a whole multiple of C\$100,000 in excess thereof, as applicable. Each Loan Notice (whether telephonic or written) shall specify (i) the Class of the Borrowing requested and whether the Borrower is requesting the making of new Loans of the respective Class, a conversion of Term Loans (of a given Class) from one Type to the other, or a continuation of Term SOFR Loans or CDOR Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Term Loans are to be converted and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans shall be made as, or converted to, Base Rate Loans or Canadian Prime Rate Loans, as applicable (unless the Loan being continued is a Term SOFR Loan or CDOR Rate Loan, in which case it shall be continued as a Term SOFR Loan, as applicable, with an Interest Period of one (1) month). Any such automatic conversion to Base Rate Loans or Canadian Prime Rate Loans, as applicable, or continuation pursuant to the immediately preceding sentence shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans or CDOR Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation

of Term SOFR Loans or CDOR Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender under the applicable Class of the amount of its Pro Rata Share of such Class of Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each such Lender of the details of any automatic conversion to Base Rate Loans or Canadian Prime Rate Loans, as applicable, or continuation of Loans described in [Section 2.02\(a\)](#). In the case of each Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office not later than 1:00 p.m. (New York City time), in each case on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in [Section 4.02](#) (or, if such Borrowing is the initial Credit Extension, [Section 4.01](#)), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term SOFR Loan or CDOR Rate Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan or CDOR Rate Loan unless the Borrower pays the amount due, if any, under [Section 3.05](#) in connection therewith. Upon the occurrence and during the continuation of an Event of Default, the Required Lenders may require that no Loans may be converted to or continued as Term SOFR Loans or CDOR Rate Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans or CDOR Rate Loans upon determination of such interest rate. The determination of the Term SOFR or CDOR Rate, as applicable, by the Administrative Agent shall be conclusive in the absence of manifest error. At any time when Base Rate Loans or Canadian Prime Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Administrative Agent's "prime rate" used in determining the Base Rate or Canadian Prime Rate, as applicable, promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Term Loans of a given Class from one Type to the other, and all continuations of Term Loans of a given Class as the same Type, there shall not be more than twenty (20) Interest Periods in effect unless otherwise agreed between the Borrower and the Administrative Agent; *provided* that after the establishment of any new Class of Loans pursuant to an Incremental Amendment, a Refinancing Amendment, an Extension Amendment or an amendment to this Agreement in respect of Replacement Term Loans, the number of Interest Periods otherwise permitted by this [Section 2.02\(e\)](#) shall increase by three (3) Interest Periods for each applicable Class so established.

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

(g) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's Pro Rata Share of such Borrowing, the Administrative Agent may assume that such Lender has made such Pro Rata Share available to the Administrative Agent on the date of such Borrowing in accordance with [clause \(b\)](#) above, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, each of such Lender and the Borrower severally agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of the Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Federal Funds Rate plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in accordance with the foregoing. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this [Section 2.02\(g\)](#) shall be conclusive in the absence of manifest error. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be

without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(h) For the avoidance of doubt, with effect from the Third Amendment Effective Date, the 2020 Refinancing Term Loans made on the Third Amendment Effective Date in accordance with the Third Amendment shall constitute for all purposes of this Agreement a “Term Loan” made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2020 Refinancing Term Loans. Further, the 2020 Refinancing Term Loans (i) shall mature and shall become due and payable on the Maturity Date and (ii) shall be repaid in quarterly installments in accordance with [Section 2.07](#).

(i) For the avoidance of doubt, with effect from the Fourth Amendment Effective Date, the 2023 Refinancing Term Loans made on the Fourth Amendment Effective Date in accordance with the Fourth Amendment shall constitute for all purposes of this Agreement a “Term Loan” made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2023 Refinancing Term Loans. Further, the 2023 Refinancing Term Loans (i) shall mature and shall become due and payable on the Maturity Date and (ii) shall be repaid in quarterly installments in accordance with [Section 2.07](#).

(j) For the avoidance of doubt, with effect from the Fifth Amendment Effective Date, the 2023-A Refinancing Term Loans made on the Fifth Amendment Effective Date in accordance with the Fifth Amendment shall constitute for all purposes of this Agreement a “Term Loan” made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2023-A Refinancing Term Loans. Further, the 2023-A Refinancing Term Loans (i) shall mature and shall become due and payable on the Maturity Date and (ii) shall be repaid in quarterly installments in accordance with [Section 2.07](#).

(k) For the avoidance of doubt, with effect from the Sixth Amendment Effective Date, the 2024 Refinancing Term Loans made on the Sixth Amendment Effective Date in accordance with the Sixth Amendment shall constitute for all purposes of this Agreement a “Term Loan” made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2024 Refinancing Term Loans. Further, the 2024 Refinancing Term Loans (i) shall mature and shall become due and payable on the Maturity Date and (ii) shall be repaid in quarterly installments in accordance with [Section 2.07](#).

Section 2.03 [\[reserved\]](#).

Section 2.04 [\[reserved\]](#).

Section 2.05 [Prepayments](#).

(a) [Optional](#).

(i) The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Term Loans of any Class in whole or in part without premium or penalty (except as provided in [Section 2.20](#) and [Section 3.05](#), if applicable); *provided that* (1) such notice must be received by the Administrative Agent not later than 2:00 p.m. (New York City time) (A) three (3) Business Days prior to any date of prepayment of Term SOFR Loans and CDOR Rate Loans and (B) on the day of prepayment of Base Rate Loans or Canadian Prime Rate Loans; (2) any partial prepayment of Term SOFR Loans or CDOR Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof, or C\$1,000,000 or a whole multiple of C\$100,000 in excess thereof, as applicable, in the case of Term Loans or, if less, the entire principal amount of the relevant Class thereof then outstanding; and (3) any prepayment of Base Rate Loans or Canadian Prime Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, or C\$500,000 or a whole multiple of C\$100,000 in excess thereof, as applicable, or, if less, the entire principal amount of the relevant Class thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Class(es) and Type(s) of Loans to be prepaid and, in the case of a prepayment of Term Loans, the manner in which such prepayment shall be applied to repayments thereof required pursuant to [Section 2.07](#); *provided that* in the event such notice fails to specify the manner in which the respective prepayment of Term Loans shall be applied

to repayments thereof required pursuant to Section 2.07, such prepayment of Term Loans shall be applied in direct order of maturity to repayments thereof required pursuant to Section 2.07. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share or other applicable share provided for under this Agreement of such prepayment. Any prepayment of a Term SOFR Loan or CDOR Rate Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05. Each prepayment of the Loans of a given Class pursuant to this Section 2.05(a) shall be paid to the Appropriate Lenders in accordance with their respective Pro Rata Shares.

(ii) [reserved].

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind, or extend the date for prepayment specified in, any notice of prepayment under Section 2.05(a)(i), if such prepayment would have resulted from a refinancing of all or any portion of any Facility or Facilities which refinancing shall not be consummated or shall otherwise be delayed.

(iv) Voluntary prepayments of any Class of Term Loans permitted hereunder shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.07 in a manner determined at the sole discretion of the Borrower and specified in the notice of prepayment, and, subject to the other limitations expressly set forth in this Agreement, the Borrower may elect to apply voluntary prepayments of Term Loans to one or more Class or Classes of Term Loans selected by the Borrower in its sole discretion (*provided* that such voluntary prepayments of the Term Loans shall be made *pro rata* within any such Class or Classes selected by the Borrower). In the event that the Borrower does not specify the order in which to apply prepayments to reduce scheduled installments of principal or as between Classes of Term Loans, the Borrower shall be deemed to have elected that such prepayment be applied to reduce the scheduled installments of principal in direct order of maturity on a pro-rata basis among Class(es) of Term Loan.

(v) Notwithstanding anything in any Loan Document to the contrary, so long as no Event of Default has occurred and is continuing, the Borrower may prepay the outstanding Term Loans (which shall, for the avoidance of doubt, be automatically and permanently canceled immediately upon acquisition by the Borrower) (or the Borrower or any of its Subsidiaries other than the Borrower may purchase such outstanding Term Loans, which for the avoidance of doubt shall be automatically and permanently canceled immediately upon acquisition by the Borrower or any of its Subsidiaries) on the following basis:

(A) any Borrower Party (collectively, the **"Borrower Prepayment Parties"**) shall have the right to make a voluntary prepayment of Term Loans at a discount to par pursuant to a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offer or Borrower Solicitation of Discounted Prepayment Offer (any such prepayment, the **"Discounted Loan Prepayment"**), in each case made in accordance with this Section 2.05(a)(v); *provided* that no Borrower Prepayment Party shall initiate any action under this Section 2.05(a)(v) in order to make a Discounted Loan Prepayment (other than with respect to actions under this Section 2.05(a)(v) in order to make the first Discounted Loan Prepayment hereunder) unless (I) at least ten (10) Business Days shall have passed since the consummation of the most recent Discounted Loan Prepayment as a result of a prepayment made by a Borrower Prepayment Party on the applicable Discounted Prepayment Effective Date; or (II) at least three (3) Business Days shall have passed since the date the Borrower Prepayment Party was notified that no Lender was willing to accept any prepayment of any Term Loan at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the date of any Borrower Prepayment Party's election not to accept any Solicited Discounted Prepayment Offers.

(B) (1) Subject to the proviso to clause (A) above, any Borrower Prepayment Party may from time to time offer to make a Discounted Loan Prepayment by providing the Auction Agent with five (5) Business Days' notice in the form of a Specified Discount Prepayment Notice; *provided* that (I) any such offer shall be made available, at the sole discretion of the Borrower Prepayment Party, to (x) each Lender with Term Loans of the relevant Class and/or (y) each Lender with respect to any Class of Term Loans on an individual tranche basis, (II) any such offer shall specify the aggregate principal amount offered to be prepaid (the **"Specified Discount Prepayment Amount"**) with respect to each applicable Class, the Class or Classes of Term Loans subject to such offer and the specific percentage discount to par (the **"Specified Discount"**) of such Term Loans to be prepaid (it being understood that different Specified Discounts and/or Specified Discount Prepayment Amounts may be offered with respect to different Classes of Term Loans and, in such event, each such offer will be treated as

a separate offer pursuant to the terms of this clause), (III) the Specified Discount Prepayment Amount shall be in an aggregate amount not less than \$5,000,000 and whole increments of \$1,000,000 in excess thereof, or C\$5,000,000 and whole increments of C\$1,000,000 in excess thereof, as applicable, and (IV) each such offer shall remain outstanding through the Specified Discount Prepayment Response Date. The Auction Agent will promptly provide each Appropriate Lender with a copy of such Specified Discount Prepayment Notice and a form of the Specified Discount Prepayment Response to be completed and returned by each such Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time, on the third Business Day after the date of delivery of such notice to such Lenders (which date may be extended for a period not exceeding three (3) Business Days upon notice by the Borrower Prepayment Party to, and with the consent of, the Auction Agent) (the “**Specified Discount Prepayment Response Date**”).

(2) Each Lender receiving such offer shall notify the Auction Agent (or its delegate) by the Specified Discount Prepayment Response Date whether or not it agrees to accept a prepayment of any of its applicable then outstanding Term Loans at the Specified Discount and, if so (such accepting Lender, a “**Discount Prepayment Accepting Lender**”), the amount and the Classes of such Lender’s Term Loans to be prepaid at such offered discount. Each acceptance of a Discounted Loan Prepayment by a Discount Prepayment Accepting Lender shall be irrevocable. Any Lender whose Specified Discount Prepayment Response is not received by the Auction Agent by the Specified Discount Prepayment Response Date shall be deemed to have declined to accept the applicable Borrower Offer of Specified Discount Prepayment.

(3) If there is at least one Discount Prepayment Accepting Lender, the relevant Borrower Prepayment Party will make a prepayment of outstanding Term Loans pursuant to this clause (B) to each Discount Prepayment Accepting Lender on the Discounted Prepayment Effective Date in accordance with the respective outstanding amount and Classes of Term Loans specified in such Lender’s Specified Discount Prepayment Response given pursuant to clause (2) above; *provided that*, if the aggregate principal amount of Term Loans accepted for prepayment by all Discount Prepayment Accepting Lenders exceeds the Specified Discount Prepayment Amount, such prepayment shall be made pro rata among the Discount Prepayment Accepting Lenders in accordance with the respective principal amounts accepted to be prepaid by each such Discount Prepayment Accepting Lender and the Auction Agent (in consultation with such Borrower Party and subject to rounding requirements of the Auction Agent made in its reasonable discretion) will calculate such proration (the “**Specified Discount Proration**”). The Auction Agent shall promptly, and in any case within four (4) Business Days following the Specified Discount Prepayment Response Date, notify (I) the relevant Borrower Prepayment Party of the respective Lenders’ responses to such offer, the Discounted Prepayment Effective Date and the aggregate principal amount of the Discounted Loan Prepayment and the Classes to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, and the aggregate principal amount and the Classes of Term Loans to be prepaid at the Specified Discount on such date and (III) each Discount Prepayment Accepting Lender of the Specified Discount Proration, if any, and confirmation of the principal amount, Class and Type of Term Loans of such Lender to be prepaid at the Specified Discount on such date. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the Borrower Prepayment Party and such Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Borrower Prepayment Party shall be due and payable by such Borrower Prepayment Party on the Discounted Prepayment Effective Date in accordance with clause (F) below (subject to clause (J) below).

(C) (1) Subject to the proviso to subclause (A) above, any Borrower Prepayment Party may from time to time solicit Discount Range Prepayment Offers by providing the Auction Agent with five (5) Business Days’ notice in the form of a Discount Range Prepayment Notice; *provided that* (I) any such solicitation shall be extended, at the sole discretion of such Borrower Prepayment Party, to (x) each Lender and/or (y) each Lender with respect to any Class of Term Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate principal amount of the relevant Loans (the “**Discount Range Prepayment Amount**”), the Class or Classes of Term Loans subject to such offer and the maximum and minimum percentage discounts to par (the “**Discount Range**”) of the principal amount of such Term Loans with respect to each relevant Class of Term Loans willing to be prepaid by such Borrower Prepayment Party (it being understood that different Discount Ranges and/or Discount Range Prepayment Amounts may be offered with respect to different Classes of Term Loans

and, in such event, each such offer will be treated as separate offer pursuant to the terms of this clause), (III) the Discount Range Prepayment Amount shall be in an aggregate amount not less than \$5,000,000 and whole increments of \$1,000,000 in excess thereof, or C\$5,000,000 and whole increments of C\$1,000,000 in excess thereof, as applicable, and (IV) each such solicitation by a Borrower Prepayment Party shall remain outstanding through the Discount Range Prepayment Response Date. The Auction Agent will promptly provide each Appropriate Lender with a copy of such Discount Range Prepayment Notice and a form of the Discount Range Prepayment Offer to be submitted by a responding Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time, on the third Business Day after the date of delivery of such notice to such Lenders (which date may be extended for a period not exceeding three (3) Business Days upon notice by the Borrower Prepayment Party to, and with the consent of, the Auction Agent) (the “**Discount Range Prepayment Response Date**”). Each Lender’s Discount Range Prepayment Offer shall be irrevocable and shall specify a discount to par within the Discount Range (the “**Submitted Discount**”) at which such Lender is willing to allow prepayment of any or all of its then outstanding Term Loans of the applicable tranche or tranches and the maximum aggregate principal amount and tranches of such Lender’s Term Loans (the “**Submitted Amount**”) such Lender is willing to have prepaid at the Submitted Discount. Any Lender whose Discount Range Prepayment Offer is not received by the Auction Agent by the Discount Range Prepayment Response Date shall be deemed to have declined to accept a Discounted Loan Prepayment of any of its Term Loans at any discount to their par value within the Discount Range.

(2) The Auction Agent shall review all Discount Range Prepayment Offers received on or before the applicable Discount Range Prepayment Response Date and shall determine (in consultation with such Borrower Prepayment Party and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) the Applicable Discount and Term Loans to be prepaid at such Applicable Discount in accordance with this subclause (C). The relevant Borrower Prepayment Party agrees to accept on the Discount Range Prepayment Response Date all Discount Range Prepayment Offers received by Auction Agent within the Discount Range by the Discount Range Prepayment Response Date, in the order from the Submitted Discount that is the largest discount to par to the Submitted Discount that is the smallest discount to par, up to and including the Submitted Discount that is the smallest discount to par within the Discount Range (such Submitted Discount that is the smallest discount to par within the Discount Range being referred to as the “**Applicable Discount**”) which yields a Discounted Loan Prepayment in an aggregate principal amount equal to the lower of (I) the Discount Range Prepayment Amount and (II) the sum of all Submitted Amounts. Each Lender that has submitted a Discount Range Prepayment Offer to accept prepayment at a discount to par that is larger than or equal to the Applicable Discount shall be deemed to have irrevocably consented to prepayment of Term Loans equal to its Submitted Amount (subject to any required proration pursuant to the following subclause (3)) at the Applicable Discount (each such Lender, a “**Participating Lender**”).

(3) If there is at least one Participating Lender, the relevant Borrower Prepayment Party will prepay the respective outstanding Term Loans of each Participating Lender on the Discounted Prepayment Effective Date in the aggregate principal amount and of the Classes specified in such Lender’s Discount Range Prepayment Offer at the Applicable Discount; *provided* that if the Submitted Amount by all Participating Lenders offered at a discount to par greater than the Applicable Discount exceeds the Discount Range Prepayment Amount, prepayment of the principal amount of the relevant Term Loans for those Participating Lenders whose Submitted Discount is a discount to par greater than or equal to the Applicable Discount (the “**Identified Participating Lenders**”) shall be made pro rata among the Identified Participating Lenders in accordance with the Submitted Amount of each such Identified Participating Lender and the Auction Agent (in consultation with such Borrower Prepayment Party and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) will calculate such proration (the “**Discount Range Proration**”). The Auction Agent shall promptly, and in any case within six (6) Business Days following the Discount Range Prepayment Response Date, notify (I) the relevant Borrower Prepayment Party of the respective Lenders’ responses to such solicitation, the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount of the Discounted Loan Prepayment and the Classes to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount and tranches of Term Loans to be prepaid at the Applicable Discount on such date, (III) each Participating Lender of the aggregate principal amount and tranches of such Lender to be prepaid at the Applicable Discount on such date, and (IV) if applicable, each Identified Participating Lender of the Discount Range Proration. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the relevant Borrower Prepayment Party and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Borrower Prepayment Party shall be due and payable by such Borrower Prepayment Party on the Discounted Prepayment Effective Date in accordance with subclause (F) below (subject to subclause (J) below).

(D) (1) Subject to the proviso to subclause (A) above, any Borrower Prepayment Party may from time to time solicit Solicited Discounted Prepayment Offers by providing the Auction Agent with five (5) Business Days' notice in the form of a Solicited Discounted Prepayment Notice; *provided* that (I) any such solicitation shall be extended, at the sole discretion of such Borrower Prepayment Party, to (x) each Lender and/or (y) each Lender with respect to any Class of Term Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate amount of the Term Loans (the "**Solicited Discounted Prepayment Amount**") and the Class or Classes of Term Loans the Borrower is willing to prepay at a discount (it being understood that different Solicited Discounted Prepayment Amounts may be offered with respect to different Classes of Term Loans and, in such event, each such offer will be treated as separate offer pursuant to the terms of this clause), (III) the Solicited Discounted Prepayment Amount shall be in an aggregate amount not less than \$5,000,000 and whole increments of \$1,000,000 in excess thereof, or C\$5,000,000 and whole increments of C\$1,000,000 in excess thereof, as applicable, and (IV) each such solicitation by a Borrower Prepayment Party shall remain outstanding through the Solicited Discounted Prepayment Response Date. The Auction Agent will promptly provide each Appropriate Lender with a copy of such Solicited Discounted Prepayment Notice and a form of the Solicited Discounted Prepayment Offer to be submitted by a responding Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time on the third Business Day after the date of delivery of such notice to such Lenders (which date may be extended for a period not exceeding three (3) Business Days upon notice by the Borrower Prepayment Party to, and with the consent of, the Auction Agent) (the "**Solicited Discounted Prepayment Response Date**"). Each Lender's Solicited Discounted Prepayment Offer shall (x) be irrevocable, (y) remain outstanding until the Acceptance Date, and (z) specify both a discount to par (for example, an offer of 99% of the outstanding principal amount would equate to a 1% discount to par) (the "**Offered Discount**") at which such Lender is willing to allow prepayment of its then outstanding Term Loans and the maximum aggregate principal amount and Classes of such Term Loans (the "**Offered Amount**") such Lender is willing to have prepaid at the Offered Discount. Any Lender whose Solicited Discounted Prepayment Offer is not received by the Auction Agent by the Solicited Discounted Prepayment Response Date shall be deemed to have declined prepayment of any of its Term Loans at any discount with respect to the applicable Solicited Discounted Prepayment Offer.

(2) The Auction Agent shall promptly provide the relevant Borrower Prepayment Party with a copy of all Solicited Discounted Prepayment Offers received on or before the Solicited Discounted Prepayment Response Date. Such Borrower Prepayment Party shall review all such Solicited Discounted Prepayment Offers and select the smallest of the Offered Discounts specified by the relevant responding Lenders in the Solicited Discounted Prepayment Offers that is acceptable to the Borrower Prepayment Party in its sole discretion (the "**Acceptable Discount**"), if any. If the Borrower Prepayment Party elects in its sole discretion to accept any Offered Discount as the Acceptable Discount, then as soon as practicable after the determination of the Acceptable Discount, but in no event later than by the third Business Day after the date of receipt by such Borrower Prepayment Party from the Auction Agent of a copy of all Solicited Discounted Prepayment Offers pursuant to the first sentence of this clause (2) (the "**Acceptance Date**"), the Borrower Prepayment Party shall submit an Acceptance and Prepayment Notice to the Auction Agent setting forth the Acceptable Discount. If the Auction Agent shall fail to receive an Acceptance and Prepayment Notice from the Borrower Prepayment Party by the Acceptance Date, such Borrower Prepayment Party shall be deemed to have rejected all Solicited Discounted Prepayment Offers.

(3) Based upon the Acceptable Discount and the Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, within four (4) Business Days after receipt of an Acceptance and Prepayment Notice (the "**Discounted Prepayment Determination Date**"), the Auction Agent will determine (in consultation with such Borrower Prepayment Party and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) the aggregate principal amount and the Classes of Term Loans (the "**Acceptable Prepayment Amount**") to be prepaid by the relevant Borrower Prepayment Party at the Acceptable Discount in accordance with this Section 2.05(a)(v)(D). If the Borrower Prepayment Party elects to accept any Acceptable Discount, then the Borrower Prepayment Party agrees to accept all Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, in the order from largest Offered Discount to smallest Offered Discount, up to and including the Acceptable Discount. Each Lender that has submitted a Solicited Discounted Prepayment Offer with an Offered Discount that is greater than or equal to the Acceptable Discount shall be deemed to have irrevocably consented to prepayment of Term Loans equal to its Offered Amount (subject to any required pro-rata reduction pursuant to the following sentence) at the Acceptable Discount (each such Lender, a "**Qualifying Lender**"). The Borrower Prepayment Party will prepay outstanding Term Loans pursuant to this subclause (D) to each Qualifying Lender in the aggregate principal amount and of the tranches specified in such Lender's Solicited Discounted Prepayment Offer at the Acceptable Discount; *provided* that if the aggregate

Offered Amount by all Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount exceeds the Solicited Discounted Prepayment Amount, prepayment of the principal amount of the Term Loans for those Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount (the “**Identified Qualifying Lenders**”) shall be made pro rata among the Identified Qualifying Lenders in accordance with the Offered Amount of each such Identified Qualifying Lender and the Auction Agent (in consultation with such Borrower Prepayment Party and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) will calculate such proration (the “**Solicited Discount Proration**”). On or prior to the Discounted Prepayment Determination Date, the Auction Agent shall promptly notify (I) the relevant Borrower Prepayment Party of the Discounted Prepayment Effective Date and Acceptable Prepayment Amount comprising the Discounted Loan Prepayment and the Classes to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, the Acceptable Discount, and the Acceptable Prepayment Amount of all Term Loans and the Classes to be prepaid at the Applicable Discount on such date, (III) each Qualifying Lender of the aggregate principal amount and the Classes of such Lender to be prepaid at the Acceptable Discount on such date, and (IV) if applicable, each Identified Qualifying Lender of the Solicited Discount Proration. Each determination by the Auction Agent of the amounts stated in the foregoing notices to such Borrower Prepayment Party and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to such Borrower Prepayment Party shall be due and payable by such Borrower Prepayment Party on the Discounted Prepayment Effective Date in accordance with subclause (F) below (subject to subclause (J) below).

(E) In connection with any Discounted Loan Prepayment, the Borrower and the Lenders acknowledge and agree that the Auction Agent may require as a condition to any Discounted Loan Prepayment the payment of customary, reasonable and documented fees and out-of-pocket expenses from a Borrower Prepayment Party in connection therewith.

(F) If any Term Loan is prepaid in accordance with clauses (B) through (D) above, a Borrower Prepayment Party shall prepay such Term Loans on the Discounted Prepayment Effective Date without premium or penalty. The relevant Borrower Prepayment Party shall make such prepayment to the Administrative Agent, for the account of the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, at the Administrative Agent’s Office in immediately available funds not later than 3:00 p.m. (New York City time) on the Discounted Prepayment Effective Date and all such prepayments shall be applied to the remaining principal installments of the relevant tranche of Term Loans pursuant to Section 2.07 in an amount equal to the principal amount of the applicable Term Loans in accordance with Section 2.05(a)(iv); *provided* that to the extent prepayments are applied to scheduled installments of principal other than in direct order of maturity, the applicable Borrower Prepayment Party shall so specify in the applicable offer. The Term Loans so prepaid shall be accompanied by all accrued and unpaid interest on the par principal amount so prepaid up to, but not including, the Discounted Prepayment Effective Date. Each prepayment of the outstanding Term Loans pursuant to this Section 2.05(a)(v) shall be paid to the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, and shall be applied to the relevant Term Loans of such Lenders in accordance with their respective Pro Rata Share or other applicable share provided for under this Agreement. The aggregate principal amount of the tranches and installments of the relevant Loans outstanding shall be deemed reduced by the full par value of the aggregate principal amount of the tranches of Term Loans prepaid on the Discounted Prepayment Effective Date in any Discounted Loan Prepayment. In connection with each prepayment pursuant to this Section 2.05(a)(v), each assigning Lender shall be deemed to acknowledge and agree that in connection with such assignment, (1) the Equity Sponsor, the Borrower and its Subsidiaries and Affiliates then may have, and later may come into possession of material non-public information, (2) such Lender has independently and, without reliance on the Equity Sponsor, the Borrower or any of its Subsidiaries and Affiliates (including, without limitation, the applicable Borrower Prepayment Party), the Administrative Agent or any other Agent-Related Persons, made its own analysis and determination to participate in such assignment notwithstanding such Lender’s lack of knowledge of the material non-public information, (3) none of the Equity Sponsor, the Borrower any of its Subsidiaries and Affiliates (including, without limitation, the applicable Borrower Prepayment Party), the Administrative Agent or any other Agent-Related Persons shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Equity Sponsor, the Borrower or any of its Subsidiaries and Affiliates (including, without limitation, the applicable Borrower Prepayment Party), the Administrative Agent and any other Agent-Related Persons, under applicable Laws or otherwise, with respect to the nondisclosure of the material non-public information and (4) that the material non-public information may not be available to the Administrative Agent or the other Lenders.

(G) To the extent not expressly provided for herein, each Discounted Loan Prepayment shall be consummated pursuant to procedures consistent with the provisions in this Section 2.05(a)(v), established by the Auction Agent acting in its reasonable discretion and as reasonably agreed by the applicable Borrower Prepayment Party.

(H) Notwithstanding anything in any Loan Document to the contrary, for purposes of this Section 2.05(a)(v), each notice or other communication required to be delivered or otherwise provided to the Auction Agent (or its delegate) shall be deemed to have been given upon the Auction Agent's (or its delegate's) actual receipt during normal business hours of such notice or communication; *provided* that any notice or communication actually received outside of normal business hours shall be deemed to have been given as of the opening of business on the next Business Day.

(I) The Borrower and the Lenders acknowledge and agree that the Auction Agent may perform any and all of its duties under this Section 2.05(a)(v) by itself or through any Affiliate of the Auction Agent and expressly consents to any such delegation of duties by the Auction Agent to such Affiliate and the performance of such delegated duties by such Affiliate. The exculpatory provisions pursuant to this Agreement shall apply to each Affiliate of the Auction Agent and its respective activities in connection with any Discounted Loan Prepayment provided for in this Section 2.05(a)(v) as well as activities of the Auction Agent.

(J) Each Borrower Prepayment Party shall have the right, by written notice to the Auction Agent, to revoke in full (but not in part) its offer to make a Discounted Loan Prepayment and rescind the applicable Specified Discount Prepayment Notice, Discount Range Prepayment Notice or Solicited Discounted Prepayment Notice therefor at its discretion at any time on or prior to the applicable Specified Discount Prepayment Response Date, Discount Range Prepayment Response Date or Solicited Discounted Prepayment Response Date (and if such offer is revoked pursuant to the preceding clauses, any failure by such Borrower Prepayment Party to make any prepayment to a Lender, as applicable, pursuant to this Section 2.05(a)(v) shall not constitute a Default under Section 8.01 or otherwise).

Notwithstanding anything to contrary, the provisions of this Section 2.05(a)(v) shall permit any transaction permitted by this Section 2.05(a)(v) to be conducted on a Class by Class basis and on a non-pro rata basis across Classes (but not within a single Class), in each case, as selected by the Borrower.

(b) Mandatory.

(i) Within ten (10) Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a), the Borrower shall, subject to clause (b)(vi) of this Section 2.05, prepay an aggregate principal amount of Term Loans in an amount (the “**ECF Payment Amount**”) equal to (A) 50.0% (such percentage as it may be reduced as described below, the “**ECF Percentage**”) of Excess Cash Flow, if any, for the fiscal year covered by such financial statements (commencing with the fiscal year ending on December 31, 2017) minus (B) the sum of (x) all voluntary prepayments and cancellations of Term Loans, Refinancing Equivalent Debt and Incremental Equivalent Debt during such fiscal year (to the extent not deducted pursuant to this clause (B) in respect of the prior year) or after such fiscal year end and prior to the time the payment pursuant to this Section 2.05(b) is due (including the amount of any voluntary prepayments or cancellation of Term Loans, Refinancing Equivalent Debt and Incremental Equivalent Debt (other than under a revolving facility) made at a discount to par (in an amount equal to the discounted amount actually paid in respect of the principal amount of such Indebtedness)), and (y) all voluntary prepayments of revolving loans that are secured on a *pari passu* basis with the Term Loans during such fiscal year (to the extent not deducted pursuant this clause (B) in respect of the prior year) or after such fiscal year end and prior to the time the payment pursuant to this Section 2.05(b) is due, in each case to the extent such revolving credit facility commitments are permanently reduced by the amount of such payments, and in the case of each of the immediately preceding clauses (x) and (y), to the extent such prepayments are not financed with the proceeds of other long term Indebtedness (other than revolving or intercompany Indebtedness); *provided* that to the extent any prepayments described in this clause (B) are made at a discount to par pursuant to any purchases or assignments of the Loans pursuant to Section 2.05(a)(v) or Section 10.07(h) or (m) or otherwise, only the purchase price (and not the par amount) of the applicable Loans or other Indebtedness subject to such

purchase or assignment will be deducted from the ECF Payment Amount pursuant to this clause (B); *provided, further*, that (x) the ECF Percentage shall be 25.0% if the Total Net First Lien Leverage Ratio as of the last day of the fiscal year covered by such financial statements was less than or equal to 3.00:1.00 and greater than 2.50:1.00 and (y) the ECF Percentage shall be 0% if the Total Net First Lien Leverage Ratio as of the last day of the fiscal year covered by such financial statements was less than or equal to 2.50:1.00.

(ii) (A) Subject to clause (b)(vi) of this Section 2.05, if (x) the Borrower or any of its Restricted Subsidiaries Disposes outside of the ordinary course of business of any property or assets pursuant to Section 7.05(f), Section 7.05(j) or Section 7.05(x) (or in a Disposition not permitted by this Agreement) or (y) any Casualty Event occurs, which results in the realization or receipt by the Borrower or such Restricted Subsidiary of Net Cash Proceeds, the Borrower shall prepay on or prior to the date which is ten (10) Business Days after the date of the realization or receipt of such Net Cash Proceeds, an aggregate principal amount of Term Loans equal to 100% (such percentage as it may be reduced as described below, the “**Asset Sale Percentage**”) of all Net Cash Proceeds realized or received; *provided* that if at the time that any such prepayment would be required, the Borrower or any Restricted Subsidiary is required to repay, redeem or repurchase or offer to repay, redeem or repurchase Indebtedness that is secured on a *pari passu* basis (but without regard to control of remedies) with the Obligations pursuant to the terms of the documentation governing or evidencing such Indebtedness with the net proceeds of such Disposition or Casualty Event (such Indebtedness required to be repaid, redeemed or repurchased or offered to be so repurchased, “**Other Applicable Indebtedness**”), then the Borrower or applicable Restricted Subsidiary may apply such Net Cash Proceeds on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness at such time; *provided* that the portion of such Net Cash Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Cash Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Cash Proceeds shall be allocated to the Term Loans in accordance with the terms hereof) to the prepayment of the Term Loans and to the repurchase, redemption or prepayment of Other Applicable Indebtedness, and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.05(b)(ii)(A) shall be reduced accordingly; *provided, further*, that to the extent the holders of Other Applicable Indebtedness decline to have such indebtedness repurchased, redeemed or prepaid, the declined amount shall promptly (and in any event within ten (10) Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof; *provided, further*, that no prepayment shall be required pursuant to this Section 2.05(b)(ii)(A) with respect to such portion of such Net Cash Proceeds that the Borrower shall have, on or prior to such date, given written notice to the Administrative Agent of its intent to reinvest in accordance with Section 2.05(b)(ii)(B) except as expressly required therein; *provided, further*, that (x) the Asset Sale Percentage shall be 50.0% if the Total Net Leverage Ratio as of the last day of the most recently ended Test Period was less than or equal to 5.50:1.00 and greater than 4.75:1.00 and (y) the Asset Sale Percentage shall be 0% if the Total Net Leverage Ratio as of the last day of the most recently ended Test Period was less than or equal to 4.75:1.00.

(B) With respect to any Net Cash Proceeds realized or received with respect to any Disposition otherwise subject to the application of Section 2.05(b)(ii)(A) or any Casualty Event, at the option of the Borrower, the Borrower may reinvest all or any portion of such Net Cash Proceeds in assets useful for its or any of its Restricted Subsidiary’s business within (x) fifteen (15) months following receipt of such Net Cash Proceeds or (y) if the Borrower or a Restricted Subsidiary enters into a legally binding commitment to reinvest such Net Cash Proceeds within fifteen (15) months following receipt thereof, within one hundred and eighty (180) days following the end of such fifteen (15) month period; *provided*, that if any Net Cash Proceeds are no longer intended to be or cannot be so reinvested at any time after delivery of a notice of reinvestment election, and subject to clauses (iv) and (vi) of this Section 2.05(b), an amount equal to any such Net Cash Proceeds shall be applied within five (5) Business Days after the Borrower reasonably determines that such Net Cash Proceeds are no longer intended to be or cannot be so reinvested to the prepayment of the Loans as set forth in this Section 2.05(b)(ii).

(iii) (A) If the Borrower or any Restricted Subsidiary incurs or issues any Indebtedness not permitted to be incurred or issued pursuant to Section 7.03, the Borrower shall prepay an aggregate principal amount of Term Loans equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the receipt of such Net

Cash Proceeds and (B) if the Borrower incurs or issues any Refinancing Term Loans or Refinancing Equivalent Debt to refinance all or a portion of any Class (or Classes) of Loans resulting in Net Cash Proceeds (as opposed to such Refinancing Term Loans or Refinancing Equivalent Debt arising out of an exchange or conversion of existing Term Loans for or into such Refinancing Term Loans or Refinancing Equivalent Debt), the Borrower shall cause to be prepaid an aggregate principal amount of such Class (or Classes) of Loans in an amount equal to 100% of the Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the receipt by the Borrower of such Net Cash Proceeds.

(iv) (A) Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied ratably to each Class of Term Loans *provided* that (i) any prepayment of Term Loans with the Net Cash Proceeds of, or in exchange for, Refinancing Term Loans, Refinancing Equivalent Debt or Replacement Term Loans shall be applied solely to each applicable Class or Classes of Term Loans being refinanced as selected by the Borrower, and (ii) any Class of Extended Term Loans, Refinancing Term Loans, New Term Loans and Replacement Term Loans may specify that one or more other Classes of Term Loans may be prepaid prior to such Class of Extended Term Loans, Refinancing Term Loans, New Term Loans or Replacement Term Loans), (B) with respect to each Class of Term Loans, each prepayment pursuant to clauses (i) through (iii) of this Section 2.05(b) shall be applied to the remaining scheduled installments of principal of such Class of Term Loans as directed by the Borrower and specified in the notice of prepayment; *provided* that in the event that the Borrower does not specify the order in which to apply prepayments, the Borrower shall be deemed to have elected that such prepayment be applied to reduce the scheduled installments of principal of such Class of Term Loans in direct order of maturity; and (C) each such prepayment shall be paid to the Appropriate Lenders in accordance with their respective Pro Rata Shares of such prepayment, subject to clauses (vi) and (vii) of this Section 2.05(b).

(v) [reserved].

(vi) Notwithstanding any other provisions of this Section 2.05(b), (A) to the extent that any or all of the Net Cash Proceeds of any Disposition by a Subsidiary giving rise to a prepayment event pursuant to Section 2.05(b)(ii) (a “**Foreign Disposition**”), the Net Cash Proceeds of any Casualty Event from a Subsidiary that is neither a U.S. Subsidiary nor a Canadian Subsidiary (a “**Foreign Casualty Event**”) or Excess Cash Flow attributable to a Subsidiary that is neither a U.S. Subsidiary nor a Canadian Subsidiary, in any such case are prohibited or delayed by (I) any applicable Law (or other material agreements binding on such Subsidiary) or (II) the material constituent documents of any non-Wholly-Owned Subsidiary, in any case, from being repatriated to the Borrower, an amount equal to the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.05(b) but may be retained by the applicable Subsidiary so long, but only so long, as (x) the applicable Law will not permit repatriation to the Borrower (the Borrower hereby agreeing to use commercially reasonable efforts to cause the applicable Subsidiary to promptly take all actions reasonably required by the applicable Law to permit such repatriation) or (y) the material constituent documents of the applicable Subsidiary (including as a result of minority ownership) or any other material agreements binding upon the applicable Subsidiary will not permit repatriation to the Borrower, and once such repatriation of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted under the applicable Law or applicable material constituent documents or other material agreement, such repatriation will be immediately effected and an amount equal to such repatriated Net Cash Proceeds or Excess Cash Flow will be promptly (and in any event not later than five (5) Business Days after such repatriation) applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of the Term Loans pursuant to this Section 2.05(b) to the extent provided herein and (B) to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition, any Foreign Casualty Event or Excess Cash Flow attributable to such Subsidiaries would have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation) (as determined in good faith by the Borrower) with respect to such Net Cash Proceeds or Excess Cash Flow, the Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.05(b) but may be retained by the applicable Subsidiary until such time as it may repatriate such amount without incurring such material adverse tax consequences (at which time the Borrower shall make a payment to repay the Term Loans to the extent provided herein).

(vii) The Borrower shall give notice to the Administrative Agent of any mandatory prepayment of the Term Loans pursuant to Section 2.05(b)(i), (ii) or (iii), at least three (3) Business Days prior to the date on which such payment is due; *provided* that, in the case of Section 2.05(b)(iii), the Borrower may, subject to Section 3.05, rescind, or extend the date for prepayment specified in, any notice of prepayment under Section 2.05(b)(iii) if such prepayment would have resulted from a refinancing of all or any portion of any Facility or Facilities, which refinancing shall not be consummated or shall otherwise be delayed. Such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such

prepayment. Upon receipt by the Administrative Agent of such notice, the Administrative Agent shall promptly (and, in any event, within one (1) Business Day) give notice to each Appropriate Lender of the contents of the Borrower's prepayment notice and of such Appropriate Lender's Pro Rata Share or other applicable share provided for under this Agreement of the prepayment. Each Appropriate Lender may elect (in its sole discretion) to decline all (but not less than all) of its Pro Rata Share or other applicable share provided for under this Agreement of the prepayment (such amounts so declined, the "**Declined Amounts**") of any mandatory prepayment (other than any mandatory prepayment made under Section 2.05(b)(iii)(B)) by giving notice of such election in writing (each, a "**Rejection Notice**") to the Administrative Agent by 12:00 p.m. (New York City time), on the date that is one (1) Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory repayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above, or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed to constitute an acceptance of such Lender's Pro Rata Share or other applicable share provided for under this Agreement of the total amount of such mandatory prepayment of Term Loans. Upon receipt by the Administrative Agent of such Rejection Notice, the Administrative Agent shall promptly (and, in any event, within one (1) Business Day) notify the Borrower of such election. The aggregate amount of the Declined Amounts shall be retained by the Borrower and the Restricted Subsidiaries and/or applied by the Borrower or any of the Restricted Subsidiaries in any manner not inconsistent with the terms of this Agreement (such Declined Amounts retained and/or applied by the Borrower and the Restricted Subsidiaries, the "**Borrower Retained Prepayment Amounts**").

(c) Interest, Funding Losses, Etc. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon, together with, in the case of any such prepayment of a Term SOFR Loan on a date prior to the last day of an Interest Period therefor, any amounts owing in respect of such Term SOFR Loan pursuant to Section 3.05.

Notwithstanding any of the other provisions of this Section 2.05, so long as no Event of Default shall have occurred and be continuing, if any prepayment of Term SOFR Loans is required to be made under this Section 2.05 prior to the last day of the Interest Period therefor, in lieu of making any payment pursuant to this Section 2.05 in respect of any such Term SOFR Loan prior to the last day of the Interest Period therefor, the Borrower may, in its sole discretion, deposit an amount sufficient to make any such prepayment otherwise required to be made hereunder together with accrued interest to the last day of such Interest Period into a Cash Collateral Account until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Borrower or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with this Section 2.05. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from the Borrower or any other Loan Party) to apply such amount to the prepayment of the outstanding Loans in accordance with the relevant provisions of this Section 2.05.

Section 2.06 Termination or Reduction of Commitments.

(a) Optional. The Borrower may, upon written notice to the Administrative Agent, terminate the unused Commitments of any Class, or from time to time permanently reduce the unused Commitments of any Class, in each case without premium or penalty; *provided* that (i) any such notice shall be received by the Administrative Agent three (3) Business Days prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof, or C\$5,000,000 or any whole multiple of C\$1,000,000 in excess thereof, as applicable, or, if less, the entire amount thereof. Notwithstanding the foregoing, the Borrower may rescind or postpone any notice of termination of the Commitments if such termination would have resulted from a refinancing of all or any portion of any Facility or Facilities, which refinancing shall not be consummated or otherwise shall be delayed.

(b) Mandatory. The Initial Canadian Term Commitment of each Term Lender shall be automatically and permanently reduced to C\$0 upon the making of such Term Lender's Initial Canadian Term Loans pursuant to Section 2.01(a). The Initial U.S. Term Commitment of each Term Lender shall be automatically and permanently reduced to \$0 upon the making of such Term Lender's Initial U.S. Term Loans pursuant to Section 2.01(b). The Effective Date Incremental Term Commitment of each 2018 Incremental Term

Lender shall be automatically and permanently reduced to \$0 upon the making of such 2018 Incremental Term Lender's Effective Date Incremental Term Loans pursuant to [Section 2.01\(c\)](#). The Delayed Draw Commitment of each Lender shall be automatically and permanently reduced (x) by the aggregate principal amount of Delayed Draw Term Loans made by such Lender pursuant to [Section 2.01\(c\)](#) and (y) if not earlier so reduced, to \$0 on the Delayed Draw Commitment Termination Date upon the funding (if any) of Delayed Draw Term Loans permitted to be made on such date. The 2020 Refinancing Term Commitment of each 2020 Refinancing Term Lender shall be automatically and permanently reduced to \$0 upon the making of such 2020 Refinancing Term Loans pursuant to [Section 2.01\(e\)](#). The 2023 Refinancing Term Commitment of each 2023 Refinancing Term Lender shall be automatically and permanently reduced to \$0 upon the making of such 2023 Refinancing Term Loans pursuant to [Section 2.01\(f\)](#). The 2023-A Refinancing Term Commitment of each 2023-A Refinancing Term Lender shall be automatically and permanently reduced to \$0 upon the making of such 2023-A Refinancing Term Loans pursuant to [Section 2.01\(g\)](#). [The 2024 Refinancing Term Commitment of each 2024 Refinancing Term Lender shall be automatically and permanently reduced to \\$0 upon the making of such 2024 Refinancing Term Loans pursuant to Section 2.01\(h\).](#)

Section 2.07 Repayment of Loans. (a) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the last Business Day of December, 2016, an aggregate amount equal to 0.25% of the aggregate principal amount of all Initial Term Loans outstanding on the Closing Date (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the Initial Term Loans, the scheduled amortization with respect to the Initial Term Loans set forth above shall be reduced ratably to reflect the percentage of Initial Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding Initial Term Loans) and (ii) on the Maturity Date for the Initial Term Loans, the aggregate principal amount of all Initial Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are Initial Term Loans. All Loans shall be repaid, whether pursuant to this Section 2.07 or otherwise, in the currency in which they were made.

(b) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the first full quarter after the First Amendment Effective Date, an aggregate principal amount equal to \$6,548,840.85 (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the 2018 Incremental Term Loans, the scheduled amortization with respect to the 2018 Incremental Term Loans set forth above shall be reduced ratably to reflect the percentage of the 2018 Incremental Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding 2018 Incremental Term Loans) and (ii) on the Maturity Date for the 2018 Incremental Term Loans, the aggregate principal amount of all 2018 Incremental Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are 2018 Incremental Term Loans and for the Delayed Draw Term Loans to ensure such Delayed Draw Term Loans are "fungible" with the Effective Date Incremental Term Loans. All Loans shall be repaid, whether pursuant to this Section 2.07 or otherwise, in the currency in which they were made.

(c) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after the Third Amendment Effective Date, an aggregate amount equal to 0.25% of the aggregate principal amount of all 2020 Refinancing Term Loans outstanding on the Third Amendment Effective Date (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the 2020 Refinancing Term Loans, the scheduled amortization with respect to the 2020 Refinancing Term Loans set forth above shall be reduced ratably to reflect the percentage of 2020 Refinancing Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding 2020 Refinancing Term Loans) and (ii) on the Maturity Date for the 2020 Refinancing Term Loans, the aggregate principal amount of all 2020 Refinancing Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are 2020 Refinancing Term Loans. All Loans shall be repaid, whether pursuant to this Section 2.07 or otherwise, in the currency in which they were made.

(d) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after the Fourth

Amendment Effective Date, an aggregate amount equal to 0.25% of the aggregate principal amount of all 2023 Refinancing Term Loans outstanding on the Fourth Amendment Effective Date (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the 2023 Refinancing Term Loans, the scheduled amortization with respect to the 2023 Refinancing Term Loans set forth above shall be reduced ratably to reflect the percentage of 2023 Refinancing Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding 2023 Refinancing Term Loans) and (ii) on the Maturity Date for the 2023 Refinancing Term Loans, the aggregate principal amount of all 2023 Refinancing Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are 2023 Refinancing Term Loans. All Loans shall be repaid, whether pursuant to this [Section 2.07](#) or otherwise, in the currency in which they were made.

(e) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after the Fifth Amendment Effective Date, an aggregate amount equal to 0.25% of the aggregate principal amount of all 2023-A Refinancing Term Loans outstanding on the Fifth Amendment Effective Date (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the 2023-A Refinancing Term Loans, the scheduled amortization with respect to the 2023-A Refinancing Term Loans set forth above shall be reduced ratably to reflect the percentage of 2023-A Refinancing Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding 2023-A Refinancing Term Loans) and (ii) on the Maturity Date for the 2023-A Refinancing Term Loans, the aggregate principal amount of all 2023-A Refinancing Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are 2023-A Refinancing Term Loans. All Loans shall be repaid, whether pursuant to this [Section 2.07](#) or otherwise, in the currency in which they were made.

(f) The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (i) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after the Sixth Amendment Effective Date, an aggregate amount equal to 0.25% of the aggregate principal amount of all 2024 Refinancing Term Loans outstanding on the Sixth Amendment Effective Date (as such repayment amount shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under [Section 2.05](#)); *provided* that at the time of any effectiveness of any Extension Amendment with respect to the 2024 Refinancing Term Loans, the scheduled amortization with respect to the 2024 Refinancing Term Loans set forth above shall be reduced ratably to reflect the percentage of 2024 Refinancing Term Loans converted to Extended Term Loans pursuant to such Extension Amendment (but will not affect the amount of amortization received by a given Lender with outstanding 2024 Refinancing Term Loans) and (ii) on the Maturity Date for the 2024 Refinancing Term Loans, the aggregate principal amount of all 2024 Refinancing Term Loans outstanding on such date; *provided* that the repayments under this clause may be adjusted to account for the addition of any New Term Loans that are 2024 Refinancing Term Loans. All Loans shall be repaid, whether pursuant to this [Section 2.07](#) or otherwise, in the currency in which they were made.

Section 2.08 Interest. (a) Subject to the provisions of [Section 2.08\(b\)](#), (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof from the date on which the applicable Borrowing was made at a rate per annum equal to Term SOFR plus the Applicable Rate, (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the date on which the applicable Borrowing was made at a rate per annum equal to the Base Rate plus the Applicable Rate, (iii) each Canadian Prime Rate Loan shall bear interest on the outstanding principal amount thereof from the date on which the applicable Borrowing was made at a rate per annum equal to the Canadian Prime Rate plus the Applicable Rate, and (iv) each CDOR Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the CDOR Rate for such Interest Period plus the Applicable Rate,

(b) The Borrower shall pay interest on past due amounts hereunder owing at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

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

- (d) All computations of interest hereunder shall be made in accordance with Section 2.10.
- (e) Interest on each Loan shall be payable in the currency in which each Loan was made.

Section 2.09 Fees.

(a) Delayed Draw Ticking Fee. The Borrower shall pay to the Administrative Agent for the ratable account of the 2018 Incremental Term Lenders a ticking fee (the “**Delayed Draw Ticking Fee**”) for the period from and including the First Amendment Effective Date to but excluding the last day of the Delayed Draw Commitment Period, calculated in an amount equal to the average amount of the Delayed Draw Commitments, multiplied by a percentage per annum equal to (x) for any day in the period from and including the First Amendment Effective Date to and including the date that is 30 days after the First Amendment Effective Date, 0%, (y) for any day in the period from and including the date that is 31 days after the First Amendment Effective Date to and including the date that is 60 days after the First Amendment Effective Date, 50% of the Applicable Rate for Term SOFR Loans then in effect with respect to the Delayed Draw Term Loans and (z) for any day in the period from and including the date that is 61 days after the First Amendment Effective Date to and including the Delayed Draw Commitment Termination Date, 100% of the Applicable Rate for Term SOFR Loans then in effect with respect to the Delayed Draw Term Loans. The Delayed Draw Ticking Fee shall be payable upon the earlier of (i) the making of any drawing of Delayed Draw Term Loans and (ii) the Delayed Draw Commitment Termination Date.

(b) Other Fees. The Borrower shall pay to the Administrative Agent and the Lead Arrangers such fees as shall have been separately agreed upon in writing (including pursuant to the Administrative Agent Fee Letter) in the amounts and at the times so specified.

Section 2.10 Computation of Interest and Fees. (a) All computations of interest for Base Rate Loans (other than to the extent calculated by reference to clause (c) of the definition of “Base Rate”) CDOR Rate Loans and Canadian Prime Rate Loans shall be made on the basis of a year of three hundred and sixty-five (365) days or three hundred and sixty-six (366) days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a three hundred and sixty (360) day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. In computing interest on any Loan, the day such Loan is made or converted to a Loan of a different Type shall be included for purposes of calculating interest on a Loan of such different Type and the date such Loan is subsequently repaid or converted to a Loan of a different Type, as the case may be, shall be excluded. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error, and (b) for purposes of the *Interest Act* (Canada), (i) whenever any interest or fee under this Agreement is calculated using a rate based on a year of 360 days or 365 days, as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360 days or 365 days, as the case may be, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 360 or 365, as the case may be, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement, and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

Section 2.11 Evidence of Indebtedness. (a) Subject to Section 10.07(c), the Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulation Section 5f.103-1(c), as a non-fiduciary agent for the Borrower. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts

and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Term Note or Term Notes payable to such Lender, which shall, subject to Section 10.07(c), evidence such Lender's Loans of the applicable Class or Classes in addition to such accounts or records. Each Lender may attach schedules to its Term Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) [reserved].

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

(d) Notwithstanding anything to the contrary contained above in this Section 2.11 or elsewhere in this Agreement, Term Notes shall only be delivered to Lenders which at any time specifically request the delivery of such Term Notes. No failure of any Lender to request, maintain, obtain or produce a Term Note evidencing its Loans to the Borrower shall affect or in any manner impair the obligations of the Borrower to pay the Loans (and all related Obligations) incurred by the Borrower which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guaranties therefor provided pursuant to the various Loan Documents.

Section 2.12 Payments Generally. (a) All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office for payment in Canadian Dollars or U.S. Dollars, as applicable, and in Same Day Funds not later than 2:00 p.m. (New York City time) on the date specified herein. The Administrative Agent will promptly distribute to each Appropriate Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. (New York City time) shall, at the option of the Administrative Agent, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; *provided* that, if such extension would cause payment of interest on or principal of Term SOFR Loans or CDOR Rate Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(c) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term SOFR Loans or CDOR Rate Loans (or, in the case of any Borrowing of Base Rate Loans or Canadian Prime Rate Loans, prior to 12:00 noon (New York City time) on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans or Canadian Prime Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to the applicable Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period,

the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

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

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

(e) The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 9.07 are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 9.07 on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 9.07.

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

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.03. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share or other applicable share provided for under this Agreement of the Outstanding Amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans then owing to such Lender.

Section 2.13 Sharing of Payments, Etc. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its Pro Rata Share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans with each of them in accordance with their respective Pro Rata Shares; *provided* that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's Pro Rata Share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon.

The provisions of this clause shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement as in effect from time to time or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant permitted hereunder. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Laws, exercise all its rights of payment (including the right of setoff, but subject to [Section 10.09](#)) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this [Section 2.13](#) and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this [Section 2.13](#) shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

Section 2.14 Incremental Credit Extensions. (a) The Borrower may at any time or from time to time after the Closing Date, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request one or more additional tranches of term loans (the “**New Term Loans**”), which may be of the same Facility and Class as any existing Class of Term Loans (a “**Term Loan Increase**”), a separate class of Term Loans (collectively with any Term Loan Increase, the “**New Term Commitments**”) or a new revolving facility to be provided hereunder (“**New Revolving Commitments**” and, together with any New Term Commitments, the “**New Commitments**”); *provided* that (i) both immediately before and immediately after the effectiveness of any Incremental Amendment referred to below (or, in the case of a Permitted Acquisition or permitted Investment, on the date of the execution of (x) the definitive agreement in connection therewith and (y) any Commitment in respect of New Term Loans or New Revolving Commitments), no Event of Default (or, in the case of a Permitted Acquisition, a permitted Investment or the First Amendment Transactions, no Specified Default) shall exist and (ii) both immediately before and immediately after the effectiveness of any Incremental Amendment referred to below either (A) the condition precedent in [Section 4.02\(a\)](#) shall be satisfied (for this purpose without regard to the exclusion of the applicability of this condition to Borrowings pursuant to Incremental Amendments by operation of the lead-in paragraph of [Section 4.02](#)) or (B) with respect to any incurrence of Loans pursuant to an Incremental Amendment the purpose of which is to finance a Permitted Acquisition or permitted Investment or, if the Lenders party to such Incremental Amendment consent, the Specified Representations shall be true and correct in all material respects.

Each tranche of New Term Loans or New Revolving Commitments shall be in an aggregate principal amount that is not less than C\$15,000,000 or US\$15,000,000, as applicable (*provided* that such amount may be less than C\$15,000,000 or US\$15,000,000 if such lesser amount is approved by the Administrative Agent or such amount represents all remaining availability under the limit set forth in the next sentence). Notwithstanding anything to the contrary herein, the aggregate principal amount of the New Term Loans or New Revolving Commitments, when added to the aggregate principal amount of any Incremental Equivalent Debt incurred or issued substantially simultaneously with the incurrence of such New Term Loans or New Revolving Commitments, shall not exceed the Available Incremental Amount at the time of incurrence or issuance thereof.

(b) The terms and provisions of New Commitments (and the Loans in respect of the foregoing), of any Class shall be as agreed between the Borrower and the lenders providing such New Commitments; *provided*, that:

(i) such New Commitments shall (x) rank *pari passu* in right of payment and security with the Initial Term Loans made on the Closing Date, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~and~~, the 2023-A [Refinancing Term Loans](#) and the 2024 Refinancing Term Loans, (y) may not be (I) secured by any assets other than Collateral or (II) guaranteed by any Person other than a Guarantor,

(ii) (A) New Term Loans shall not (other than in respect of any such New Term Loans constituting a bridge financing that converts into Indebtedness otherwise meeting the requirements of this [clause \(ii\)](#)) mature earlier than the Latest Maturity Date as in effect as of the applicable Incremental Facility Closing Date and (B) New Revolving Commitments shall not

mature and shall require no mandatory commitment reduction earlier than the Latest Maturity Date as in effect as of the applicable Incremental Facility Closing Date,

(iii) New Term Loans shall (other than in respect of any such New Term Loans constituting a bridge financing that converts into Indebtedness meeting the requirement of this clause (iii)) have a Weighted Average Life to Maturity of no less than the Weighted Average Life to Maturity as then in effect for any Class of Term Loans outstanding as of the applicable Incremental Facility Closing Date,

(iv) the currency (with the consent of the Administrative Agent, not to be unreasonably withheld, if other than Canadian Dollars or U.S. Dollars), discounts, premiums, fees, optional prepayment and redemptions terms and, subject to clauses (ii) and (iii) above, the amortization schedule, in each case applicable to any New Term Loans or New Revolving Commitments shall be determined by the Borrower and the Lenders thereunder,

(v) the interest rate (including margin and floors) applicable to any New Term Loans or New Revolving Commitments will be determined by the Borrower and the Lenders providing such New Term Loans or New Revolving Commitments; *provided* that, if the All-In Yield applicable to such New Term Loans incurred prior to the first anniversary of the First Amendment Effective Date (or, with respect to the 2023 Refinancing Term Loans, the six-month anniversary of the Fourth Amendment Effective Date) pursuant to clause (a) of the Available Incremental Amount exceeds (i) the All-In Yield of the Initial Term Loans, the 2018 Incremental Term Loans or the 2023 Refinancing Term Loans, as applicable, of the same currency at such time by more than 50 basis points, then the interest rate margins for the Initial Term Loans, the 2018 Incremental Term Loans or the 2023 Refinancing Term Loans, as applicable, of such same currency shall be increased to the extent necessary so that the All-In Yield of such Initial Term Loans, 2018 Incremental Term Loans or 2023 Refinancing Term Loans, as applicable, is equal to the All-In Yield of such New Term Loans minus 50 basis points; *provided* that any increase in All-In Yield to any Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, due to the application or imposition of a Term SOFR, Base Rate or Canadian Prime Rate or CDOR Rate floor on any New Term Loan shall be effected, at the Borrower's option, (x) through an increase in (or implementation of, as applicable) any Term SOFR, Base Rate or Canadian Prime Rate or CDOR Rate floor applicable to such Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, (y) through an increase in the Applicable Rate for such Initial Term Loan, 2018 Incremental Term Loan or 2023 Refinancing Term Loan, as applicable, or (z) any combination of (x) and (y) above,

(vi) the New Term Loans may provide for the ability to participate on a pro rata basis, less than pro rata basis or greater than pro rata basis in any voluntary repayments or prepayments of principal of Term Loans hereunder and on a pro rata basis or less than a pro rata basis (but not greater than a pro rata basis except in the case of a prepayment of such New Term Loans under Section 2.05(b)(iii)(B)) in any mandatory repayments or prepayments of principal of Term Loans hereunder it being agreed that the Borrower may, at its option, elect to prepay or terminate earlier maturing tranches on a greater than pro rata basis,

(vii) the New Revolving Commitments shall contain borrowing, letter of credit issuance, repayment and termination of commitment procedures and other terms and conditions as determined by the Borrower and the Lenders providing such New Revolving Commitments,

(viii) [reserved], and

(ix) except (1) for covenants or other provisions applicable only to periods after the Latest Maturity Date of the Term Loans (which shall be deemed to be reasonably satisfactory to the Administrative Agent), and (2) pricing, fees, rate floors, premiums, optional payment and redemption terms (subject to the preceding clauses (i) through (viii)), the terms and conditions applicable to such New Revolving Commitments, New Term Commitments and New Term Loans may be different from those of the Term Loans, to the extent (x) such differences are agreed upon by the Borrower and the Lenders in respect of such New Revolving Commitments or New Term Commitments, as applicable, and are reasonably acceptable to the Administrative Agent or (y) reflect market terms and conditions at the time of incurrence or issuance thereof, as reasonably determined by the Borrower; *provided* that in the case of a Term Loan Increase, the terms, provisions and documentation of such Term Loan Increase shall be identical (other than with respect to upfront fees and OID and arrangement, structuring or similar fees payable in connection therewith) to the applicable Term Loans being increased, as existing on the respective Incremental Facility Closing Date; *provided, further*, that the terms of any New Term Commitments shall not include any financial maintenance covenant unless such financial maintenance

covenant shall also apply for the benefit of the Term Commitments (and any Term Loans made pursuant thereto); *provided, further*, that the terms of any New Revolving Commitment may include a financial maintenance covenant or related equity cure so long as the Administrative Agent shall have been given prompt written notice thereof and this Agreement is amended to include such financial maintenance covenant or related equity cure for the benefit of each Facility (*provided, further*, however, that, if the applicable new financial maintenance covenant is a “springing” financial maintenance covenant for the benefit of such New Revolving Commitment or covenant only applicable to, or for the benefit of, such New Revolving Commitment, such financial maintenance covenant shall be automatically included in this Agreement only for the benefit of each New Revolving Commitment hereunder (and not for the benefit of any other Facility hereunder)).

(c) Each notice from the Borrower pursuant to this Section shall set forth the requested amount and proposed terms of the relevant New Term Loans or New Revolving Commitment and the date on which the Borrower proposes that the same shall be effective (each, an **“Incremental Amount Date”**). New Term Loans or New Revolving Commitments may be made by any existing Lender (but no existing Lender (including the Administrative Agent in its capacity as an existing Lender) shall have any obligation to make a portion of any New Term Loan or New Revolving Commitments) or by any Additional Lender; *provided* that the Administrative Agent shall have consented (not to be unreasonably conditioned, withheld or delayed) to such Lender’s or Additional Lender’s making such New Term Loans or New Revolving Commitments if such consent would be required under Section 10.07(b) for an assignment of Loans to such Lender or Additional Lender; *provided, further*, that no Additional Lender that is an Affiliated Lender or an Affiliated Debt Fund shall be permitted to make or provide New Term Loans or New Revolving Commitments, unless the requirements of Sections 10.07(h) and (i) (as applicable) shall be met, assuming that the making or provision of such New Term Loans or New Revolving Commitments is an assignment of such New Term Loans or New Revolving Commitments to such Person. Commitments in respect of New Term Loans or New Revolving Commitments shall become Commitments under this Agreement pursuant to an amendment (an **“Incremental Amendment”**) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each existing Lender agreeing to provide such Commitment, if any, each Additional Lender agreeing to provide such Commitment, if any, and the Administrative Agent. The Incremental Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.14 and, in the case of any Incremental Amendment with respect to New Revolving Commitments, any other terms, conditions and mechanics customary for a revolving facility of the type being provided pursuant to the New Revolving Commitments). The effectiveness of (and, in the case of any Incremental Amendment for New Term Loans, any Credit Extension under) any Incremental Amendment shall be subject to the satisfaction on the date thereof (each, an **“Incremental Facility Closing Date”**) of each of the conditions as the Borrower and the Lenders providing such Commitment shall agree, including, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (a) (i) customary officer’s certificates and board resolutions and (ii) customary opinions of counsel to the Loan Parties, in each case, consistent with those delivered on the Closing Date (other than changes to legal opinions resulting from a change in law, change in fact or change to counsel’s form of opinion reasonably satisfactory to the Administrative Agent), (b) a First Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement, as appropriate, and (c) supplemental or reaffirmation agreements and/or such amendments to the Collateral Documents and/or the Guaranty as may be reasonably requested by the Administrative Agent (including Mortgage amendments) in order to ensure that any New Commitment are provided with the benefit of the applicable Loan Documents. The Borrower shall use the proceeds (if any) of the New Term Loans or New Revolving Commitments for any purpose not prohibited by this Agreement. No Lender shall be obligated to commit to provide any New Term Loans or New Revolving Commitments unless it so agrees.

(d) [reserved].

(e) Any New Term Commitment may be designated a separate Class of Term Loans for all purposes of this Agreement. This Section 2.14 shall supersede any provisions in Section 2.05, Section 2.12, Section 2.13, Section 8.03 or Section 10.01 to the contrary.

Section 2.15 Refinancing Amendments. (a) The Borrower may, at any time or from time to time after the Closing Date, by notice to the Administrative Agent (a **“Refinancing Loan Request”**), request (i) the establishment of one or more new Classes of Term Loans under this Agreement (any such new Class, **“New Refinancing Term Commitments”**) or (ii) increases to one or more existing Classes of term loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Term Commitments, **“Refinancing Term Commitments”**), in each case, established in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or in part, as selected by the Borrower, any one or more of the existing Class or Classes of Loans or Commitments (with respect to a particular Refinancing Term Commitment or Refinancing Term Loan, such existing Loans or

Commitments, “**Refinanced Debt**”), whereupon the Administrative Agent shall promptly deliver a copy of each such notice to each of the Lenders.

(b) Any Refinancing Term Loans made pursuant to New Refinancing Term Commitments may be designated a separate Class of Refinancing Term Loans for all purposes of this Agreement. On any Refinancing Facility Closing Date on which any Refinancing Term Commitments of any Class are effected, subject to the satisfaction of the terms and conditions in this Section 2.15, (i) each Refinancing Term Lender of such Class shall make a Term Loan to the Borrower (a “**Refinancing Term Loan**”) in an amount equal to its Refinancing Term Commitment of such Class and (ii) each Refinancing Term Lender of such Class shall become a Lender hereunder with respect to the Refinancing Term Commitment of such Class and the Refinancing Term Loans of such Class made pursuant thereto.

(c) Each Refinancing Loan Request from the Borrower pursuant to this Section 2.15 shall set forth the requested amount and proposed terms of the relevant Refinancing Term Loans and identify the Refinanced Debt with respect thereto. Refinancing Term Loans may be made by any existing Lender (but no existing Lender shall have any obligation to make any portion of any Refinancing Term Loan) or by any Additional Lender; *provided* that the Administrative Agent shall have consented (not to be unreasonably conditioned, withheld or delayed) to such Lender’s or Additional Lender’s making such Refinancing Term Loans if such consent would be required under Section 10.07(b) for an assignment of Loans to such Lender or Additional Lender; *provided, further*, that no Additional Lender that is an Affiliated Lender or an Affiliated Debt Fund shall be permitted to make or provide Refinancing Term Loans unless the requirements of Sections 10.07(h) and (i) (as applicable) shall be met, assuming that the making or provision of such Refinancing Term Loans is an assignment of such Refinancing Term Loans to such Person (each such existing Lender or Additional Lender providing such Commitment or Loan, a “**Refinancing Term Lender**” and, collectively, “**Refinancing Lenders**”).

(d) The effectiveness of any Refinancing Amendment, and the Refinancing Term Commitments thereunder, shall be subject to the satisfaction on the date thereof (a “**Refinancing Facility Closing Date**”) of each of the following conditions, together with any other conditions set forth in such Refinancing Amendment:

(i) after giving effect to such Refinancing Term Commitments, the conditions of Sections 4.02(a) and (b) shall be satisfied (it being understood that all references to “the date of such Credit Extension” or similar language in such Section 4.02 shall be deemed to refer to the applicable Refinancing Facility Closing Date),

(ii) each Refinancing Term Commitment shall be in an aggregate principal amount that is not less than C\$5,000,000 and shall be in an increment of C\$1,000,000 (*provided* that such amount may be less than C\$5,000,000 and not in an increment of C\$1,000,000 if such amount is equal to the entire outstanding principal amount of Refinanced Debt that is in the form of Term Loans),

(iii) to the extent reasonably requested by the Administrative Agent, the receipt by the Administrative Agent (A) (I) customary officer’s certificates and board resolutions and (II) customary opinions of counsel to the Loan Parties, in each case, consistent with those delivered on the Closing Date (other than changes to legal opinions resulting from a change in law, change in fact or change to counsel’s form of opinion reasonably satisfactory to the Administrative Agent), (B) a First Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement, as appropriate, and (C) supplemental or reaffirmation agreements and/or such amendments to the Collateral Documents as may be reasonably requested by the Administrative Agent (including Mortgage amendments, if applicable) in order to ensure that any Refinancing Term Commitment is provided with the benefit of the applicable Loan Documents, and

(iv) the Refinancing Term Loans made pursuant to any increase in any existing Class of Term Loans shall be added to (and form part of) each Borrowing of outstanding Term Loans under the respective Class so incurred on a *pro rata* basis (based on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term Loans under such Class in accordance with its Pro Rata Share.

(e) The terms and provisions of the Refinancing Term Commitments (and the Loans in respect of the foregoing), of any Class shall be as agreed between the Borrower and the lenders providing such Refinancing Term Commitments; *provided*, that:

(i) such Refinancing Term Commitments shall (x) rank *pari passu* or junior in right of payment and shall be unsecured or rank *pari passu* or junior in right of security with all Term Loans, Permitted *Pari Passu* Secured Refinancing Debt and (to the extent secured by all or a portion of the Collateral on a *pari passu* basis with any of the foregoing) any Incremental Equivalent Debt and (y) may not be (I) if secured, secured by any assets other than Collateral or (II) guaranteed by any Person other than a Guarantor or (III) secured by security documentation that is materially more restrictive to the Borrower and the Guarantors than the Loan Documents,

(ii) Refinancing Term Loans shall not mature earlier than the Maturity Date of the applicable Refinanced Debt as then in effect,

(iii) Refinancing Term Loans shall have a Weighted Average Life to Maturity of no less than the Weighted Average Life to Maturity as then in effect for the applicable Refinanced Debt (prior to any extension thereto),

(iv) the currency, discounts, premiums, fees, optional prepayment and redemptions terms and, subject to clauses (ii) and (iii) above, the amortization schedule applicable to any Refinancing Term Loans shall be determined by the Borrower and the Lenders thereunder; *provided* that a currency other than Canadian Dollars and U.S. Dollars shall be subject to the consent of the Administrative Agent (not to be unreasonably withheld),

(v) the interest rate (including margin and floors) applicable to any Refinancing Term Loans will be determined by the Borrower and the Lenders providing such Refinancing Term Loans,

(vi) the Refinancing Term Loans may provide for the ability to participate on a pro rata basis, greater than or less than pro rata basis in any voluntary repayments or prepayments of principal of Term Loans hereunder and on a pro rata basis or less than a pro rata basis (but not greater than a pro rata basis except in the case of a prepayment under Section 2.05(b)(iii)(B)) in any mandatory repayments or prepayments of principal of Term Loans hereunder,

(vii) [reserved]

(viii) [reserved],

(ix) Refinancing Term Loans shall not have a greater principal amount than the principal amount of the applicable Refinanced Debt plus any accrued but unpaid interest and fees on such Refinanced Debt plus existing commitments unutilized under such Refinanced Debt to the extent permanently terminated at the time of incurrence of such new Indebtedness plus the amount of any premium or penalty or premium required to be paid under the terms of the instrument or documents governing such Refinanced Debt and any reasonable fees and expenses (including OID, upfront fees or similar fees) incurred in connection with the issuance of such Refinancing Term Loans,

(x) [reserved],

(xi) except as set forth above, the material terms and conditions of any such Refinancing Term Commitments (and the Loans in respect thereof) shall be (taken as a whole) no more favorable (as reasonably determined by the Borrower in good faith) to the Refinancing Lenders providing such Refinancing Term Commitments than those applicable to the applicable Refinanced Debt (except for (1) covenants or other provisions applicable only to periods after the Latest Maturity Date and (2) pricing, fees, rate floors, premiums, optional prepayment or redemption terms) unless such terms and conditions reflect market terms and conditions for such Refinancing Term Commitments at the time of incurrence or issuance thereof (in each case, as determined by the Borrower in good faith); *provided*, that the terms of any New Term Commitments shall not include any financial maintenance covenant unless such financial maintenance covenant shall also apply for the benefit of the Term Commitments (and any Term Loans made pursuant thereto), and

(xii) notwithstanding the foregoing, Refinancing Term Commitments of the kind described in Section 2.15(a)(A)(ii) (and the Refinancing Loans made pursuant thereto) shall form part of the same Class as, and have identical terms to, the applicable Class of Term Loans to which they apply.

(f) Commitments in respect of Refinancing Term Loans shall become Commitments under this Agreement pursuant to an amendment (a “**Refinancing Amendment**”) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each existing Lender agreeing to provide such Commitment, if any, each Additional Lender agreeing to provide such Commitment, if any, and the Administrative Agent. The Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.15. The Borrower will use the proceeds, if any, of the Refinancing Term Loans in exchange for, or to extend, renew, replace, repurchase, retire or refinance, and shall permanently terminate applicable commitments under, the applicable Refinanced Debt, in each case, in accordance with Section 2.05(b)(iii)(B).

119

(g) [reserved].

(h) Any New Refinancing Term Commitment shall be designated a separate Class of Term Loans for all purposes of this Agreement.

(i) In lieu of incurring any Refinancing Term Loans, the Borrower may at any time or from time to time after the Closing Date issue, incur or otherwise obtain (it being understood that no Lender shall be required to provide any such Indebtedness) (A) secured Indebtedness under a separate agreement in the form of one or more series of senior secured notes that are secured on a *pari passu* basis with the Obligations (but without regard to the control of remedies) (such notes, “**Permitted Pari Passu Secured Refinancing Debt**”), (B) secured Indebtedness in the form of one or more series of second lien (or other junior lien) secured notes or second lien (or other junior lien) secured loans, in each case, that are secured on a *pari passu* or subordinated basis with the Obligations (such notes or loans, “**Permitted Junior Secured Refinancing Debt**”) and (C) senior unsecured or subordinated unsecured Indebtedness in the form of one or more series of senior unsecured or subordinated unsecured notes or loans (such notes or loans, “**Permitted Unsecured Refinancing Debt**” and together with Permitted Pari Passu Secured Refinancing Debt and Permitted Junior Secured Refinancing Debt, “**Refinancing Equivalent Debt**”), in each case, in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or in part, any existing Class or Classes of Loans (such Loans, “**Refinanced Loans**”).

(i) Any Refinancing Equivalent Debt:

(A) (1) shall not have a final scheduled maturity date earlier than the Maturity Date of the Refinanced Loans, (2) shall not have a Weighted Average Life to Maturity shorter than the remaining Weighted Average Life to Maturity of the applicable Refinanced Loans, (3) shall not be guaranteed by Persons other than Guarantors, (4) shall not have a greater principal amount than the principal amount of the Refinanced Loans plus any accrued but unpaid interest and fees on such Refinanced Loans plus existing commitments unutilized under such Refinanced Loans to the extent permanently terminated at the time of incurrence of such new Indebtedness plus the amount of any premium or penalty or premium required to be paid under the terms of the instrument or documents governing such Refinanced Loans and any reasonable fees and expenses (including OID, upfront fees or similar fees) incurred in connection with the issuance of such Refinancing Equivalent Debt, and (5) the covenants and events of default applicable to such Refinancing Equivalent Debt shall not be, when taken as a whole, materially more favorable, to the holders of such Indebtedness than those applicable to the Refinanced Loans (except for covenants or other provisions applicable only to periods after the Maturity Date for such Refinanced Loans) unless such covenants and events of default for such Refinancing Equivalent Debt are reflective of market terms and conditions for the type of Indebtedness incurred or issued at the time of issuance or incurrence thereof (in each case, as determined by the Borrower in good faith); *provided* that a certificate of the Borrower delivered to the Administrative Agent at least two (2) Business Days prior to the incurrence of such Indebtedness stating that the Borrower has reasonably determined in good faith that such covenants and defaults satisfy the foregoing requirement shall be conclusive evidence that such covenants and defaults satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such two (2) Business Day period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees);

120

(B) (1) if either Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt, shall be subject to security agreements substantially the same as the Collateral Documents (with such differences as are appropriate to reflect the nature of such Refinancing Equivalent Debt and are otherwise reasonably satisfactory to the Administrative Agent), (2) if Permitted Pari Passu Secured Refinancing Debt, (x) shall be secured by all or a portion of the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Obligations and shall not be secured by any property or assets other than the Collateral, and (y) shall be subject to a First Lien Intercreditor Agreement, and (3) if Permitted Junior Secured Refinancing Debt, (x) shall be secured by the Collateral on a second priority (or other junior priority) basis to the Liens securing the Obligations and shall not be secured by any property or assets of the Borrower or any Restricted Subsidiary other than the Collateral, and (y) shall be subject to the Junior Lien Intercreditor Agreement; and

(C) shall be incurred, and the proceeds thereof used, solely to repay, repurchase, retire or refinance the Refinanced Loans and terminate all commitments thereunder in accordance with Section 2.05(b)(iii)(B).

(j) This Section 2.15 shall supersede any provisions in Section 2.05, Section 2.12, Section 2.13, Section 8.03 or Section 10.01 to the contrary.

Section 2.16 [Reserved].

Section 2.17 Extended Term Loans. (a) The Borrower may at any time and from time to time request that all or a portion of the Term Loans of a given Class (each, an “**Existing Term Loan Facility**”) be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Loans (any such Term Loans which have been so converted, “**Extended Term Loans**”) and to provide for other terms consistent with this Section 2.17. In order to establish any Extended Term Loans, the Borrower shall provide an Extension Request to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders under the applicable Existing Term Loan Facility) setting forth the proposed terms of the Extended Term Loans to be established, which shall (x) be identical as offered to each Lender under such applicable Existing Term Loan Facility (including as to the proposed interest rates and fees payable, but excluding any arrangement, structuring or other similar fees payable in connection therewith that are not generally shared with the relevant Lenders) and offered to each Lender under such Existing Term Loan Facility in accordance with its Pro Rata Share with respect thereto and (y) be identical to the Term Loans under the Existing Term Loan Facility from which such Extended Term Loans are to be converted, except that: (i) the scheduled amortization payments of principal, if any, and/or scheduled final maturity date of the Extended Term Loans shall be as set forth in the applicable Extension Amendment, subject to the provisos below, (ii) the All-In Yield with respect to the Extended Term Loans (whether in the form of interest rate margin, upfront fees, funding discounts, OID, prepayment premiums or otherwise) may be different than the All-In Yield for the Term Loans of such Existing Term Loan Facility, in each case, to the extent provided in the applicable Extension Amendment, (iii) the applicable Extension Amendment may provide for other covenants and terms that apply solely to any period after the Latest Maturity Date, and (iv) Extended Term Loans may have optional prepayment terms (including call protection and prepayment premiums) and mandatory repayment terms (other than as to scheduled amortization and final maturity date) as may be agreed by the Borrower and the Lenders thereof; *provided* that no Extended Term Loans may participate on a greater than pro rata basis in any mandatory prepayment with any then existing Class of Term Loans (other than scheduled amortization and in the case of a prepayment under Section 2.05(b)(iii)(B)); *provided, further*, that (A) in no event shall the final maturity date of any Extended Term Loans of a given Term Loan Extension Series at the time of establishment thereof be earlier than the final maturity of the Existing Term Loan Facility being extended and (B) scheduled amortization applicable to such Extended Term Loans shall not exceed (or occur on different dates than) the scheduled amortization (exclusive of payments required at maturity) which previously applied to the Term Loans that are being extended (which regular amortization in the same amounts (or lesser amounts, if agreed by the applicable Extending Term Lenders) may continue after the final maturity of the Existing Term Loan Facility being extended) at any time prior to the final maturity of the Existing Term Loan Facility being extended. Any Class of Extended Term Loans converted pursuant to any Extension Request shall be designated a series (each, a “**Term Loan Extension Series**”) of Extended Term Loans for all purposes of this Agreement; *provided* that any Extended Term Loans converted from an Existing Term Loan Facility may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any previously established Term Loan Extension Series with respect to such Existing Term Loan Facility (in which case scheduled amortization with respect thereto shall be proportionally increased). Each Term Loan Extension Series of Extended Term Loans incurred under this Section 2.17 shall be in an aggregate principal amount that is not less than C\$5,000,000 (or, in the case of any Class of Term Loans with an entire outstanding principal amount of less than C\$5,000,000 that is to be extended in full, such outstanding principal amount) (unless such extension is made pursuant to clause (e) below) and the Borrower may impose an Extension Minimum Condition with respect to any Extension Request for Extended Term Loans, which may be waived by the Borrower in its sole discretion.

(b) The Borrower shall provide the applicable Extension Request (which may be in the form of a term sheet posted to a website for the benefit of the Lenders) at least five (5) Business Days prior to the date on which Lenders under the Existing Term Loan Facility are requested to respond (although any changes to terms previously announced shall only require one (1) Business Day's notice), and shall agree to such procedures, if any, as may be reasonably requested by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.17. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Facility converted into Extended Term Loans pursuant to any Extension Request or offer made pursuant to clause (e) below. Any Lender (each, an "**Extending Term Lender**") wishing to have all or a portion of its Term Loans under the Existing Term Loan Facility subject to such Extension Request converted into Extended Term Loans shall notify the Administrative Agent (each, a "**Term Loan Extension Election**") on or prior to the date specified in such Extension Request of the amount of its Term Loans under the Existing Term Loan Facility which it has elected to request be converted into Extended Term Loans (subject to any customary minimum denomination requirements imposed by the Administrative Agent). In the event that the aggregate principal amount of Term Loans under the Existing Term Loan Facility in respect of which applicable Term Lenders shall have accepted the relevant Extension Request exceeds the amount of Extended Term Loans requested to be extended pursuant to the Extension Request, Term Loans subject to Term Loan Extension Elections shall be converted to Extended Term Loans on a *pro rata* basis (subject to rounding by the Administrative Agent, which shall be conclusive) based on the aggregate principal amount of Term Loans included in each such Term Loan Extension Election.

(c) Extended Term Loans shall be established pursuant to an Extension Amendment amending the terms of this Agreement among the Borrower, the Administrative Agent and each Extending Term Lender providing an Extended Term Loan thereunder, which shall be consistent with the provisions set forth in Section 2.17(a) above and reasonably satisfactory to the Administrative Agent. Each such Extension Amendment shall include representations (x) as to the accuracy of representations and warranties set forth in Article V of this Agreement and in the other Loan Documents in all material respects immediately before and after giving effect to such Extension Amendment and the transactions contemplated thereby and (y) that no Default shall have occurred and be continuing as of the effective date of such Extension Amendment, after giving effect to such Extension Amendment and the transactions contemplated thereby. The effectiveness of any Extension Amendment shall be subject to any applicable Extension Minimum Condition (unless waived by the Borrower) and, to the extent reasonably requested by the Administrative Agent, be subject to receipt by the Administrative Agent of (i) board resolutions and officers' certificates consistent with those delivered on the Closing Date, (ii) customary opinions of counsel to the Loan Parties reasonably acceptable to the Administrative Agent and (iii) supplemental or reaffirmation agreements and/or such amendments to the Collateral Documents (including Mortgage amendments) and/or the Guaranty as may be reasonably requested by the Administrative Agent in order to ensure that the Extended Term Loans are provided with the benefit of the applicable Loan Documents. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each such Extension Amendment. Each of the parties hereto hereby (A) agrees that, notwithstanding anything to the contrary set forth in Section 10.01, this Agreement and the other Loan Documents may be amended pursuant to an Extension Amendment, without the consent of any other Lenders, to the extent reasonably required to (i) reflect the existence and terms of the Extended Term Loans incurred pursuant thereto (including changes and additional terms as agreed by the relevant Lenders and permitted pursuant to Section 2.17(a)) and (ii) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section, and the Lenders hereby expressly and irrevocably, for the benefit of all parties hereto, authorize the Administrative Agent to enter into such Extension Amendment and (B) consents to the transactions contemplated by this Section 2.17 (including payment of interest, fees or premiums in respect of any Extended Term Loans on such terms as may be set forth in the relevant Extension Amendment).

(d) No conversion of Loans pursuant to any Term Loan Extension in accordance with this Section 2.17 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(e) Notwithstanding anything to the contrary contained above, at any time following the establishment of a Term Loan Extension Series (and so long as the last sentence of Section 2.17(b) was not applicable thereto), the Borrower may offer any Lender of the relevant Existing Term Loan Facility (without being required to make the same offer to any or all other Lenders) who failed to make a Term Loan Extension Election in respect of all or a portion of its Term Loans on or prior to the date specified in the Extension Request relating to such Term Loan Extension Series the right to convert all or any portion of its Term Loans under the respective Existing Term Loan Facility into Extended Term Loans under such Term Loan Extension Series; *provided* that (A) such offer and any related acceptance

(x) shall be in accordance with such procedures, if any, as may be reasonably requested by, or acceptable to, the Administrative Agent, (y) shall be on identical terms (including as to the proposed interest rates and fees payable, but excluding any arrangement, structuring or other fees payable in connection therewith that are not generally shared with the relevant Lenders) to those offered to the Lenders who agreed to convert their Term Loans under the Existing Term Loan Facility into Extended Term Loans pursuant to the respective Extension Request and (z) shall result in proportionate increases to the scheduled amortization payments, if any, otherwise owing with respect to the Term Loan Extension Series, (B) any Lender which agrees to an extension pursuant to this clause (e) shall enter into a joinder agreement to the respective Extension Amendment in form and substance reasonably satisfactory to the Administrative Agent and the Borrower and executed by such Lender, the Administrative Agent, the Borrower (and the Required Lenders hereby irrevocably authorize the Administrative Agent to enter into any such joinder agreement) and (C) the Term Loans of any such Lender that are converted pursuant to this clause (e) shall be in an aggregate principal amount that is not less than C\$1,000,000 (or, if such Lender's outstanding Term Loans amount is less than C\$1,000,000, such lesser amount), unless each of the Borrower and the Administrative Agent otherwise consents.

(f) In the event that the Administrative Agent determines in its sole discretion that the allocation of Extended Term Loans of a given Term Loan Extension Series to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of a Term Loan Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Extension Amendment, then the Administrative Agent, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, notwithstanding anything to the contrary set forth in Section 10.01, enter into an amendment to this Agreement and the other Loan Documents (each, a “**Corrective Term Loan Extension Amendment**”) within 15 days following the effective date of such Extension Amendment, which Corrective Term Loan Extension Amendment shall (i) provide for the conversion and extension of Term Loans under the applicable Existing Term Loan Facility in such amount as is required to cause such Lender to hold Extended Term Loans of the applicable Term Loan Extension Series into which such other Term Loans were initially converted, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Extension Amendment in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of an Extension Amendment described in Section 2.17(c)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in the last sentence of Section 2.17(c).

(g) This Section 2.17 shall supersede any provisions in Section 2.05, Section 2.12, Section 2.13, Section 8.03 or Section 10.01 to the contrary.

Section 2.18 [Reserved].

Section 2.19 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, such Defaulting Lender's right to approve or disapprove any amendment, modification, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Required Facility Lenders.

Section 2.20 Loan Repricing Protection. At the time of the effectiveness of any Repricing Transaction that is consummated (i) with respect to the Initial Term Loans, prior to the six (6) month anniversary of the Closing Date, (ii) with respect to the 2018 Incremental Term Loans, prior to the six (6) month anniversary of the Second Amendment Effective Date, (iii) with respect to the 2020 Refinancing Term Loans, prior to the six (6) month anniversary of the Third Amendment Effective Date, (iv) with respect to the 2023 Incremental Term Loans, prior to the six (6) month anniversary of the Fourth Amendment Effective Date ~~or~~, (v) with respect to the 2023-A Incremental Term Loans, prior to the six (6) month anniversary of the Fifth Amendment Effective Date or (vi) with respect to the 2024 Incremental Term Loans, prior to the six (6) month anniversary of the Sixth Amendment Effective Date, the Borrower agrees to pay to the Administrative Agent, for the ratable account of each Term Lender with Initial Term Loans, 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loans ~~or~~, 2023-A Refinancing Term Loans or 2024 Refinancing Term Loans, as applicable, that are either prepaid, repaid, converted or otherwise subjected to a pricing reduction in connection with such Repricing Transaction (including, if applicable, any Non-Consenting Lender required to assign its Initial Term Loans or 2018 Incremental

Term Loans in connection therewith), a fee in an amount equal to 1.00% of (x) in the case of a Repricing Transaction described in clause (i) of the definition thereof, the aggregate principal amount of all Initial Term Loans, 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loan ~~or~~, 2023-A Refinancing Term Loan or 2024 Refinancing Term Loan, as applicable, prepaid, refinanced, converted, substituted or replaced in connection with such Repricing Transaction and (y) in the case of a Repricing Transaction described in clause (ii) of the definition thereof, the aggregate principal amount of all Initial Term Loans, 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loan ~~or~~, 2023-A Refinancing Term Loan or 2024 Refinancing Term Loan, as applicable, outstanding on such date that are subject to an effective pricing reduction pursuant to such Repricing Transaction. Such fees shall be earned, due and payable upon the date of the effectiveness of such Repricing Transaction. For the avoidance of doubt, the Additional 2018 Incremental Term Loans constitute 2018 Incremental Term Loans for all purposes of this Section 2.20.

Section 2.21 Appointment of Joint and Several Co-Borrowers. (a) The Initial Borrower (i) hereby designates, as of the Second Amendment Effective Date, each of GFL Environmental Holdings (US), Inc. and Betty Merger Sub Inc. (the “Second Amendment Co-Borrowers”) as a “Co-Borrower” hereunder ~~and~~, (ii) hereby designates as of the Sixth Amendment Effective Date, Wrangler Holdco Corp. as a “Co-Borrower” hereunder and (iii) may, at any time following the Second Amendment Effective Date, upon not less than fifteen (15) Business Days’ notice from the Initial Borrower to the Administrative Agent (or such shorter period as may be reasonably agreed by the Administrative Agent), designate any Wholly-Owned Subsidiary of the Initial Borrower that is organized in the United States or any state thereof (a “Borrower Applicant”) as a “Co-Borrower” hereunder, in each case by delivering to the Administrative Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed Co-Borrower joinder agreement in substantially the form of Exhibit R (a “Co-Borrower Joinder Agreement”) pursuant to which, subject to the terms and conditions of this Section 2.21, each of the Second Amendment Co-Borrowers or any Borrower Applicant shall become a party to this agreement as a “Borrower” for all purposes hereunder (any so successfully appointed Borrower, a “Co-Borrower”).

(b) The parties hereto acknowledge and agree that prior to each of the Second Amendment Co-Borrowers or any Borrower Applicant becoming a Co-Borrower hereunder, the Collateral and Guarantee Requirement in respect of each of the Second Amendment Co-Borrowers and any Borrower Applicant shall have been satisfied and the Administrative Agent shall have received such supporting resolutions, incumbency certificates, organizational documents, good standing certificates, opinions of counsel and other documents or information as may be reasonably requested by the Administrative Agent in respect of each of the Second Amendment Co-Borrowers and the Borrower Applicant, in the case of each of the Second Amendment Co-Borrowers, as required by the Second Amendment and, in the case of any Borrower Applicant, in form and substance substantially consistent with such items delivered in respect of the Borrower, the Second Amendment Co-Borrowers and the other Loan Parties on the Second Amendment Effective Date (for the avoidance of doubt (i) including information required pursuant to applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act, and (ii) if the Borrower Applicant qualifies as a “legal entity” customer under 31 C.F.R. § 1010.230 and the Administrative Agent has provided the Borrower Applicant the name of each requesting Lender and its electronic delivery requirements at least ten (10) Business Days prior to the date of appointment of such Borrower Applicant as a Co-Borrower, the Administrative Agent and each such Lender requesting a beneficial ownership certification (which request is made through the Administrative Agent and which certification shall be substantially similar to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association (a “Beneficial Ownership Certification”)) will have received, at least three (3) Business Days prior to the date of appointment of such Borrower Applicant as a Co-Borrower, the Beneficial Ownership Certification in relation to the Borrower Applicant), and Term Notes signed by each of the Second Amendment Co-Borrowers and such Borrower Applicant to the extent any Lenders may reasonably request such Term Notes. Promptly following the satisfaction of the foregoing requirements, the Administrative Agent shall send a notice to the Initial Borrower and the Lenders specifying the effective date upon which each of the Second Amendment Co-Borrowers or the Borrower Applicant shall constitute Co-Borrowers for all purposes hereof (which date, in the case of each of the Second Amendment Co-Borrowers, shall be the Second Amendment Effective Date), and each of the parties agrees that each such Co-Borrower shall otherwise be a Borrower for all purposes of this Agreement and that all references herein to “Borrower” shall be deemed to include each such Co-Borrower.

(c) Each Subsidiary of the Initial Borrower that becomes a Co-Borrower pursuant to this Section 2.21 hereby irrevocably appoints the Initial Borrower as its agent for all purposes relevant to this Agreement and each of the other Loan Documents, including (i) the giving and receipt of notices and (ii) the execution and delivery of all documents, instruments and certificates contemplated herein and all amendments and modifications hereto. Any acknowledgment, consent, direction, certification or other action which might otherwise be valid or effective only if given or taken by all Borrowers, or by each Borrower acting singly, shall be valid and effective if given or taken only by the Initial Borrower, whether or not any such other Co-Borrower joins therein. Any notice, demand, consent,

acknowledgement, direction, certification or other communication delivered to the Initial Borrower in accordance with the terms of this Agreement shall be deemed to have been delivered to each Co-Borrower.

(d) Each Subsidiary of the Initial Borrower that becomes a Co-Borrower pursuant to this Section 2.21 may be a Co-Borrower in respect of any additional tranche of term loans that is permitted to be incurred hereunder.

(e) Each of the Initial Borrower and any Co-Borrower in respect of the 2018 Incremental Term Loans appointed pursuant to this Section 2.21 accepts joint and several liability for all Obligations hereunder in consideration of the financial accommodation provided by the Administrative Agent and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of the Initial Borrower and such Co-Borrower. The Initial Borrower's and such Co-Borrower's obligations arising as a result of the joint and several liability of such Borrowers shall be separate and distinct obligations, but all such obligations shall be primary obligations of the Initial Borrower and such Co-Borrower. Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent and the Lenders may proceed directly and at once, without notice, against either the Initial Borrower or such Co-Borrower to collect and recover the full amount, or any portion of, the Obligations, without first proceeding against any other Borrower or any other Person, or against any security or collateral for the Obligations. The Initial Borrower and such Co-Borrower waives, to the maximum extent permitted by law, all suretyship defenses and consents and agrees that the Administrative Agent and the Lenders shall be under no obligation to marshal any assets in favor of either the Initial Borrower or such Co-Borrower or against or in payment of any or all of the Obligations.

(e) The Initial Borrower may from time to time, upon not less than 15 Business Days' notice from the Initial Borrower to the Administrative Agent (or such shorter period as may be reasonably agreed by the Administrative Agent), terminate a Co-Borrower's status as such. The Administrative Agent will promptly notify the Lenders of any such termination of a Co-Borrower's status.

ARTICLE III

Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes. (a) Except as required by Law, any and all payments by the Borrower or any Guarantor to or for the account of any Agent or any Lender hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges imposed by any Governmental Authority, and all liabilities (including additions to tax, penalties and interest) with respect thereto ("**Taxes**"). If the Borrower, a Guarantor or any other applicable withholding agent is required by Law to deduct any Taxes from or in respect of any amount paid or payable by the Borrower or applicable Guarantor under any Loan Document to any Agent or any Lender, (i) if such Taxes are Indemnified Taxes, the sum payable shall be increased as necessary so that after all such deductions have been made (including deductions applicable to additional sums payable under this Section 3.01(a)), each Lender (or, in the case of a payment made to an Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions, (iii) the applicable withholding agent shall pay the full amount deducted to the relevant taxing authority, and (iv) within thirty (30) days after the date of any such payment by the Borrower or any Guarantor (or, if receipts or evidence are not available within thirty (30) days, as soon as practicable thereafter), the Borrower or Guarantor shall furnish to such Agent or Lender (as the case may be) the original or a facsimile copy of a receipt evidencing payment thereof to the extent such a receipt has been made available to the Borrower or Guarantor (or other evidence of payment reasonably satisfactory to the Administrative Agent). If the Borrower or any Guarantor fails to pay any Indemnified Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to any Agent or any Lender the required receipts or other required documentary evidence that has been made available to the Borrower or Guarantor, the Borrower or Guarantor shall indemnify such Agent and such Lender for any incremental Indemnified Taxes or Other Taxes that may become payable by such Agent or such Lender arising out of such failure.

(b) Each Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to payments to be made to such Lender under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the

time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, each Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Laws or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each such Lender shall, whenever a lapse in time or change in circumstances renders any such documentation (including any specific documentation required below in Section 3.01(c)) obsolete, expired or inaccurate in any respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so. Each Lender hereby authorizes the Administrative Agent to deliver to the Borrower and to any successor Administrative Agent any documentation provided to the Administrative Agent pursuant to this Section 3.01(b).

(c) Without limiting the generality of the foregoing:

(i) Each Lender that is not a U.S. Person (each a “**Foreign Lender**”) agrees to complete and deliver to the Borrower and the Administrative Agent on or prior to the date on which the Foreign Lender becomes a party hereto, two (2) accurate, complete and signed copies of whichever of the following is applicable:

(A) in the case of a Foreign Lender that is entitled to benefits under an income tax treaty to which the United States is a party (or which would be entitled to claim such benefits if a U.S. Loan Party were treated as if it were a borrower or co-borrower under the Code or applicable Treasury regulations), (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing a complete exemption from U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document (including due to any U.S. Loan Party or other Subsidiary of the Borrower being treated as or as if it were a borrower or co-borrower under the Code or applicable Treasury regulations), IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing a complete exemption from U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(B) IRS Form W-8ECI or successor form;

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code (or which would be entitled to claim such benefits if a U.S. Loan Party were treated as if it were a borrower or co-borrower under the Code or applicable Treasury regulations), a certificate (a “**Non-Bank Certificate**”) to the effect that such Foreign Lender is not (A) a bank described in Section 881(c)(3)(A) of the Code, (B) a 10-percent shareholder described in Section 871(h)(3)(B) of the Code, or (C) a controlled foreign corporation related to the Borrower (or to any U.S. Loan Party) within the meaning of Section 864(d) of the Code, and that no payments in connection with any Loan Document are effectively connected with such Lender’s conduct of a U.S. trade or business, in substantially the form attached hereto as Exhibit H-1 and an IRS Form W-8BEN or W-8BEN-E or successor form; or

128

(D) to the extent a Foreign Lender is not the beneficial owner for U.S. federal income tax purposes (for example, where the Foreign Lender is a partnership or a participating Lender), IRS Form W-8IMY (or any successor forms) of the Foreign Lender, accompanied by, as and to the extent applicable, an IRS Form W-8BEN or W-8BEN-E, IRS Form W-8ECI, Non-Bank Certificate (in substantially the form attached hereto as Exhibit H-2 or Exhibit H-3), IRS Form W-9, IRS Form W-8IMY (or other successor forms) and/or other certification documents from each beneficial owner, as applicable, in each case, establishing a complete exemption from U.S. federal withholding tax (*provided*, that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners are claiming the portfolio interest exemption, the Foreign Lender may provide a Non-Bank Certificate (in substantially the form attached hereto as Exhibit H-4) on behalf of such direct or indirect partner(s)); or

(E) any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming complete exemption from U.S. federal withholding tax on any payments from a U.S. Loan Party (if such U.S. Loan Party were treated as or as if it were a borrower or co-borrower under the Code or applicable Treasury regulations) to such

Lender under the Loan Documents, duly completed together with such supplementary documentation as may be prescribed by applicable requirements of Law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

(ii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), including if any U.S. Loan Party were treated as or as if it were a borrower or co-borrower under the Code or applicable Treasury regulations, such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (ii), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender that is a U.S. Person (each a “**U.S. Lender**”) shall complete and deliver to the Borrower and the Administrative Agent two (2) original copies of accurate, complete and signed IRS Form W-9 or successor form certifying that such U.S. Lender is not subject to United States federal backup withholding on or prior to the date it becomes a party to this Agreement.

(iv) Each Foreign Lender represents and warrants that, as of the date such Lender first becomes a Lender hereunder, it is entitled to provide the documentation described in Section 3.01(c)(i) and documentation described under Section 3.01(c)(ii) indicating an exemption from FATCA withholding and agrees to indemnify the Borrower and its Subsidiaries and the Administrative Agent for any Taxes imposed as a result of the breach of such representation and warranty.

129

(v) The Administrative Agent shall deliver to the Borrower, on or prior to the date it becomes an Administrative Agent hereunder, upon the expiration or obsolescence of any such documentation previously delivered, and upon the reasonable request of the Borrower, such properly completed and executed IRS Form W-8IMY (indicating “Qualified Intermediary” or U.S. branch status), IRS Form W-8ECI, or IRS Form W-9 as applicable, in each case, with the effect that a U.S. Loan Party, if such U.S. Loan Party were treated as if it were a borrower or co-borrower under the Code, may make payments to the Administrative Agent, to the extent such payments are received by the Administrative Agent as an intermediary, without deduction or withholding of any taxes imposed by the United States.

(d) The Borrower agrees to pay any and all present or future stamp, court or documentary Taxes and any other excise, property, intangible, filing or recording fees or charges or similar Taxes imposed by any Governmental Authority which arise from any payment made under any Loan Document or the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document excluding any such Tax imposed in connection with an Assignment and Assumption, grant of a participation, transfer or assignment to or designation of a new applicable Lending Office or other office for receiving payments under any Loan Document, (i) if such Tax is imposed as a result of a present or former connection of the assignor or assignee with the jurisdiction imposing such Tax (other than any connection arising solely from having executed or entered into any Loan Document, having delivered, having received payments thereunder or having been a party to, having performed its obligations under, having received or perfected a security interest under, having entered into any other transaction pursuant to and/or having enforced, any Loan Documents) and (ii) unless such Assignment and Assumption, grant of a participation, transfer or assignment to or designation of a new applicable Lending Office or other office for receiving payments under any Loan Document was made at the request of the Borrower pursuant to Section 3.01(h) or Section 3.07 (all such non-Excluded Taxes referred to in this Section 3.01(d) being hereinafter referred to as “**Other Taxes**”).

(e) The Loan Parties shall, jointly and severally, indemnify an Agent or Lender for the full amount of any Indemnified Taxes and Other Taxes paid or payable by such Agent or Lender (and any such Indemnified Taxes and Other Taxes imposed on or attributable to amounts payable under this Section 3.01), and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the Governmental Authority. Payments under this Section 3.01(e) shall be made within ten (10) days after the date the Borrower receives written demand

for payment from such Agent or Lender. A certificate as to the amount of such payment or liability delivered to the Borrower by an Agent or a Lender (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

(f) If the Borrower determines in good faith that a reasonable basis exists for contesting any Indemnified Taxes for which indemnification has been demanded or additional amounts have been payable hereunder, the relevant Lender or the relevant Agent, as applicable, shall cooperate with the Borrower in a reasonable challenge of such Taxes if so requested by the Borrower; *provided* that (i) such Lender or Agent determines in its sole good faith discretion that it would not be subject to any unreimbursed third party cost or expense or otherwise be materially disadvantaged by cooperating in such challenge, (ii) the Borrower pays all related expenses of such Agent or Lender, (iii) the Borrower indemnifies such Lender or Agent for any liabilities or other costs incurred by such party in connection with such challenge and (iv) Borrower indemnifies such Agent or Lender, as applicable, for any Indemnified Taxes before any such contest. Any resulting refund shall be governed by Section 3.01(g).

(g) If any Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund in respect of any Indemnified Taxes as to which it has been indemnified by the Borrower or any Guarantor, as the case may be, or with respect to which the Borrower or any Guarantor, as the case may be, has paid additional amounts pursuant to this Section 3.01, it shall promptly remit such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or any Guarantor, as the case may be, under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including any Taxes) incurred by such Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of such Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 3.01(g), in no event will any Agent or Lender be required to pay any amount to the Borrower pursuant to this Section 3.01(g) the payment of which would place the Agent or Lender in a less favorable net after-Tax position than the Agent or Lender would have been in if the Indemnified Tax or Other Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Indemnified Tax or Other Tax had never been paid. Such Agent or such Lender, as the case may be, shall provide the Borrower and the Administrative Agent with a copy of any notice of assessment or other evidence reasonably available of the requirement to repay such refund received from the relevant Governmental Authority (*provided* that such Lender or such Agent may delete any information therein that such Lender or such Agent deems confidential or not relevant to such refund in its reasonable discretion). This Section 3.01(g) shall not be construed to require an Agent or Lender to make available its Tax returns (or any other information related to its Taxes) to any Loan Party or any other Person.

(h) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) with respect to such Lender, it will, if requested by the Borrower in writing, use commercially reasonable efforts (subject to legal and regulatory restrictions) to mitigate the effect of any such event, including by designating another Lending Office for any Loan affected by such event and by completing and delivering or filing any Tax-related forms which such Lender is legally eligible to deliver and which would reduce or eliminate any amount of Indemnified Taxes or Other Taxes required to be deducted or withheld or paid by the Borrower; *provided* that such efforts are made at the Borrower's expense and on terms that, in the reasonable judgment of such Lender, do not cause such Lender and its Lending Office(s) to suffer any economic, legal or regulatory disadvantage; and *provided, further* that nothing in this Section 3.01(h) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Sections 3.01(a) or (d).

(i) The agreements in this Section 3.01 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder, resignation of the Administrative Agent and any assignment of rights by, or replacement of, any Lender.

Section 3.02 Illegality. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is

determined by reference to the Term SOFR or the CDOR Rate, or to determine or charge interest rates based upon the Adjusted Term SOFR or CDOR Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, U.S. Dollars or Canadian bankers' acceptances, as applicable, in the applicable interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Term SOFR Loans or CDOR Loans or to convert Base Rate Loans to Term SOFR Loans or to convert Canadian Prime Rate Loans to CDOR Rate Loans, as applicable, shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Adjusted Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender, shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or convert all of such Lender's Term SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate) or prepay or convert all of such Lender's CDOR Rate Loans to Canadian Prime Rate Loans, as applicable, in each case, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans or CDOR Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loans or CDOR Rate Loans, as applicable and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Term SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Adjusted Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted and all amounts due, if any, in connection with such prepayment or conversion under [Section 3.05](#). Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 3.03 Benchmark Replacement Setting; Inability to Determine Rates.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, then (A) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (B) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment (which Borrower shall be party to) to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders.

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

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to [Section 3.03\(d\)](#). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this [Section 3.03](#), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their reasonable discretion, after consultation with the Borrower, except, in each case, as expressly required pursuant to this Section 3.03.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including any Term Benchmark) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion and after consultation with the Borrower or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that any tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

(f) Inability to Determine Rates. Subject to this Section 3.03, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Term Benchmark” cannot be determined in accordance with the terms of this Agreement on or prior to the first day of any Interest Period, the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make or continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans shall be suspended (to the extent of the affected Term Benchmark Loans or, in the case of a Term Benchmark Borrowing, the affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Term Benchmark Loans (to the extent of the affected Term Benchmark Loans or, in the case of a Term Benchmark Borrowing, the affected Interest Periods) or, failing that, in the case of any request for an affected Term Benchmark Borrowing, then such request shall be ineffective, (ii) any outstanding affected Term Benchmark Loans denominated in U.S. Dollars will be deemed to have been converted into Base Rate Loans and (iii) any outstanding affected Term Benchmark Loans denominated in Canadian Dollars will be deemed to have been converted into Canadian Prime Rate Loans. Upon any such conversion, the Borrower shall also pay any additional amounts required pursuant to Section 3.05. If the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Term Benchmark” cannot be determined in accordance with the terms of this Agreement, in each case on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate” until the Administrative Agent revokes such determination

Section 3.04 Increased Cost and Reduced Return; Capital Adequacy; Reserves on Term SOFR Loans, etc.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any Term SOFR Loan or CDOR Rate Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except, in each case, for (a) any Indemnified Taxes or (b) any Excluded Taxes); or

(iii) (A) impose on any Lender any increase in the cost to such Lender of agreeing to make or making, funding or maintaining Term SOFR Loans or CDOR Rate Loans, or (B) cause a reduction in the amount received or receivable by any Lender in connection with any of the foregoing, that is not otherwise accounted for in the definition of Adjusted Term SOFR (excluding for purposes of this Section 3.04(a) any such increased costs or reduction in amount resulting from (x) reserve requirements contemplated by Section 3.04(d) and (y) amounts otherwise excluded in the parenthetical in clause (ii) immediately above);

or the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan the interest on which is determined by reference to Term SOFR or the CDOR Rate, as applicable (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or any other amount) then, from time to time within fifteen (15) days after demand by such Lender setting forth in reasonable detail such increased costs or such reduction in amount (with a copy of such demand to the Administrative Agent), the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered. At any time that any Term SOFR Loan or CDOR Rate Loan, as applicable, is affected by the circumstances described in this Section 3.04(a), the Borrower may, subject to Section 3.05, either (i) if the affected Term SOFR Loan or CDOR Rate Loan is then being made pursuant to a Borrowing, cancel such Borrowing by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower receives any such demand from such Lender or (ii) if the affected Term SOFR Loan or CDOR Rate Loan is then outstanding, upon at least three (3) Business Days' notice to the Administrative Agent, require the affected Lender to convert such Term SOFR Loan into a Base Rate Loan (determined without reference to the Adjusted Term SOFR component thereof) or CDOR Rate Loan into a Canadian Prime Rate Loan, as applicable.

(b) Capital Requirements. If any Lender reasonably determines that the introduction of any Change in Law regarding capital adequacy or liquidity requirements, or any change therein or the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender, or any corporation or holding company controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent), the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subclause (a) or (b) of this Section 3.04 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Reserves on Term SOFR Borrowings. The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Term SOFR funds or deposits, additional interest on the unpaid principal amount of each Term SOFR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Term SOFR Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan; *provided* the Borrower shall have received at least fifteen (15) days' prior notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender; *provided, further*, that any such costs described in clauses (d)(i) and (d)(ii) resulting from reserve requirements contemplated by the definition of Adjusted Term SOFR shall be excluded for all purposes under this Section 3.04(d). If a Lender fails to give notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen (15) days from receipt of such notice.

(e) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof); *provided, further*, that requests for any additional payments under this Section 3.04 in connection with a Change in Law shall be limited to circumstances generally affecting the banking market and when a majority of Lenders have made such a request. No Lender shall demand compensation pursuant to this Section 3.04 unless such Lender is generally making corresponding demands on similarly situated borrowers for similar amounts pursuant to similar provisions in comparable syndicated credit facilities to which such Lender is a party.

Section 3.05 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan or CDOR Rate Loan on a day prior to the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Term SOFR Loan or CDOR Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term SOFR Loan or CDOR Rate Loan on a day prior to the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 3.07.

Section 3.06 Matters Applicable to All Requests for Compensation.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or Section 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material economic, legal or regulatory respect. The Borrower hereby agrees to pay all reasonable and documented (in reasonable detail) out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Suspension of Lender Obligations. If any Lender requests compensation by the Borrower under Section 3.04, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue Term SOFR Loans or CDOR Rate Loans from one Interest Period to another Interest Period, or to convert Base Rate Loans into Term SOFR Loans or Canadian Prime Rate Loans into CDOR Rate Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.06(c) shall be applicable); *provided* that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue from one Interest Period to another Interest Period any Term SOFR Loan, or to convert Base Rate Loans into Term SOFR Loans or Canadian Prime Rate Loans into CDOR Rate Loans, shall be suspended pursuant to Section 3.06(b) hereof, such Lender's Term SOFR Loans shall be automatically converted into Base Rate Loans (determined without reference to the Adjusted Term SOFR component thereof) or its CDOR Rate Loans shall be automatically converted into Canadian Prime Rate Loans, as applicable, on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans or CDOR Rate Loans, as applicable (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required

by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.01, Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Term SOFR Loans or CDOR Rate Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Term SOFR Loans shall be applied instead to its Base Rate Loans (which shall be determined without reference to the Adjusted Term SOFR component thereof) and to such Lender's CDOR Rate Loans shall be applied instead to its Canadian Prime Rate Loans, as applicable; and

(ii) all Loans that would otherwise be made or continued from one Interest Period to another Interest Period by such Lender as Term SOFR Loans or CDOR Rate Loans, as applicable, shall be made or continued instead as Base Rate Loans or Canadian Prime Rate Loans, as applicable, and all Base Rate Loans or Canadian Prime Rate Loans, as applicable of such Lender that would otherwise be converted into Term SOFR Loans or CDOR Rate Loans, as applicable, shall remain as Base Rate Loans (which shall be determined without reference to the Adjusted Term SOFR component thereof) or Canadian Prime Rate Loans, as applicable.

(d) Conversion of Term SOFR Loans. If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02, 3.03 or 3.04 hereof that gave rise to the conversion of such Lender's Term SOFR Loans or CDOR Rate Loans no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans or CDOR Rate Loans, as applicable, made by other Lenders are outstanding, such Lender's Base Rate Loans or Canadian Prime Rate Loans, as applicable, shall be automatically converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans or CDOR Rate Loans, as applicable, to the extent necessary so that, after giving effect thereto, all Loans of a given Class held by the Lenders of such Class holding Term SOFR Loans or CDOR Rate Loans, as applicable and by such Lenders are held *pro rata* (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Pro Rata Shares.

(e) Notwithstanding anything contained herein to the contrary, a Lender shall not be entitled to any compensation pursuant to Section 3.04 to the extent such Lender is not imposing such charges or requesting such compensation from borrowers (similarly situated to the Borrower hereunder) under comparable syndicated credit facilities.

Section 3.07 Replacement of Lenders under Certain Circumstances. If (i) any Lender becomes a Defaulting Lender or fails to comply with the requirements of Section 3.01(c), (ii) any Lender requests compensation under Section 3.04 or ceases to make Term SOFR Loans or CDOR Rate Loans as a result of any condition described in Section 3.02 or Section 3.04, (iii) the Borrower is required to pay any additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, (iv) any Lender is a Non-Consenting Lender or (v) any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.07), all of its interests, rights and obligations under this Agreement and the related Loan Documents to one or more Eligible Assignees (none of whom shall be a Defaulting Lender) that shall assume such obligations (any of which assignee may be another Lender, if a Lender accepts such assignment); *provided that*:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.07(b)(iv) to the extent required by the Administrative Agent;

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans then outstanding that have not been repaid or converted into Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts payable under Section 2.20 and Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) (provided that to the extent the Assignment and Assumption with respect to an assignment pursuant to this Section 3.07(b) provides that any accrued interest and fees shall be paid to the applicable assignor at any future time, such amounts shall instead be payable to the assignee notwithstanding any such provision, unless such amounts have already been paid to the applicable assignor pursuant to this clause (b), in which case they shall not be payable by the Borrower);

(c) such Lender being replaced pursuant to this Section 3.07 shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans, and (ii) deliver any Term Notes evidencing such Loans

to the Borrower or Administrative Agent (or a lost or destroyed note indemnity in lieu thereof); *provided* that the failure of any such Lender to deliver such Term Notes (or any such indemnity in lieu thereof) shall not render such sale and purchase (and the corresponding assignment) invalid and such assignment shall be recorded in the Register and the Term Notes shall be deemed to be canceled upon such failure;

(d) pursuant to any Assignment and Assumption executed pursuant to Section 3.07(c), (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitment and outstanding Loans, (B) all obligations of the Borrower owing to the assigning Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such assignment and assumption and (C) upon such payment and, if so requested by the assignee Lender, delivery to the assignee Lender of the appropriate Term Note or Term Notes executed by the Borrower, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender;

(e) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments or deductions required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments or deduction thereafter; and

(f) such assignment does not conflict with applicable Laws.

In connection with any such replacement, if any such Lender being replaced pursuant to this Section 3.07 does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within one (1) Business Day of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Lender being replaced pursuant to this Section 3.07, then such Lender being replaced pursuant to this Section 3.07 shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of such Lender.

In the event that (i) the Borrower or the Administrative Agent has requested that the Lenders consent to a departure or waiver of any provisions of the Loan Documents or agree to any amendment or modification thereto, (ii) the consent, waiver or amendment or modification in question requires the agreement of each Lender, all affected Lenders or all the Lenders in accordance with the terms of Section 10.01 with respect to any Class or Classes of the Loans and (iii) the Required Lenders, or Required Facility Lenders, as applicable, have agreed (to the extent required by Section 10.01) to such consent, waiver or amendment or modification, then any Lender who does not agree to such consent, waiver or amendment or modification shall be deemed a "**Non-Consenting Lender.**" If any applicable Lender is a Non-Consenting Lender and is required to assign all or any portion of its Initial Term Loans, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~or~~, the 2023-A Refinancing Term Loans or the 2024 Refinancing Term Loans pursuant to this Section 3.07 prior to the six (6) month anniversary of the Closing Date, with respect to the Initial Term Loans, prior to the six (6) month anniversary of the First Amendment Effective Date, with respect to the 2018 Incremental Term Loans, or prior to the six (6) month anniversary of the Third Amendment Effective Date, with respect to the 2020 Refinancing Term Loans or prior to the six (6) month anniversary of the Fourth Amendment Effective Date, with respect to the 2023 Refinancing Term Loans or prior to the six (6) month anniversary of the Fifth Amendment Effective Date, with respect to the 2023-A Refinancing Term Loans or prior to the six (6) month anniversary of the Sixth Amendment Effective Date, with respect to the 2024 Refinancing Term Loans in connection with any such waiver, amendment or modification constituting a Repricing Transaction in respect of which it is a Non-Consenting Lender, the Borrower shall pay to such Non-Consenting Lender the fee set forth in Section 2.20 to the extent applicable.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 3.08 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all Obligations and resignation of the Administrative Agent.

ARTICLE IV

Conditions Precedent to Credit Extensions

Section 4.01 Conditions to Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date is subject to satisfaction, or waiver (in accordance with Section 10.01), of each of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, facsimiles or copies in .pdf form by electronic mail (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party (if applicable), each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date and in the case of the Loan Notice delivered pursuant to Section 4.01(a)(i), dated the date of delivery of such Loan Notice) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) a Loan Notice relating to the initial Credit Extension(s) and which shall be delivered in accordance with Section 2.02;

(ii) executed counterparts of this Agreement duly executed by each party hereto;

(iii) the Guaranty and other Collateral Documents set forth on Schedule 1.01C required to be executed on the Closing Date, as indicated on such schedule, duly executed by each party thereto as of the Closing Date, together with:

(A) subject to the First Lien Intercreditor Agreement, certificates, if any, representing the Collateral that are certificated Equity Interests of the Subsidiary Guarantors and each of their Restricted Subsidiaries that are not Immaterial Subsidiaries and the instruments evidencing the Material Debt Instruments, in each case, to the extent that same are required to be delivered pursuant to the Collateral and Guarantee Requirement, each accompanied by undated stock powers, membership interest powers or other applicable certificates of transfer executed in blank and, in each case, in original (and not electronic) form;

(B) delivery to the Administrative Agent, in proper form for filing, of Uniform Commercial Code financing statements in the jurisdiction of organization of each Loan Party and PPSA financing statements in the principal place of business of each Canadian Loan Party and province where any Canadian Loan Party has tangible assets in excess of C\$5,000,000; and

(C) copies of recent Lien, bankruptcy, judgment, copyright, patent and trademark searches in each jurisdiction reasonably requested by the Administrative Agent with respect to each Loan Party, none of which encumber Collateral (other than Liens permitted hereunder);

140

(iv) such certificates of good standing or status (to the extent that such concepts exist) from the applicable secretary of state (or equivalent authority) of the jurisdiction of organization of each Loan Party (in each case, to the extent such concept exists in the applicable jurisdiction), certificates of customary Board of Directors resolutions or other customary corporate authorizing action, incumbency certificates and/or other customary certificates of Responsible Officers of each Loan Party evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party on the Closing Date and, in the case of the Borrower only, a certificate of a Responsible Officer of the Borrower that the conditions specified in clauses (e) and (f) below have been satisfied;

(v) a customary opinion from:

(A) Latham & Watkins LLP, New York counsel to the Loan Parties; and

(B) Stikeman Elliot LLP, Canadian counsel to the Loan Parties; and

Parties; and

- (C) McInnes Cooper, LLP, Nova Scotia, New Brunswick and Newfoundland counsel to the Loan Parties; and
- (D) Miller Thomson LLP, Saskatchewan counsel to the Loan Parties; and
- (E) D'Arcy & Deacon LLP, Manitoba counsel to the Loan Parties; and
- (F) Varnum LLP, Michigan counsel to the Loan Parties.

(vi) the First Lien Intercreditor Agreement, duly executed by each party thereto as of the Closing Date; and

(vii) a solvency certificate, substantially in the form set forth in Exhibit Q, from the chief financial officer, chief accounting officer or other officer with equivalent duties of the Borrower.

(b) All fees, premiums, expenses (including without limitation, legal fees and expenses, title premiums and recording taxes and fees) and other transaction costs incurred in connection with the Original Transaction (including to fund any OID and upfront fees) to the extent invoiced in reasonable detail at least two (2) Business Days before the Closing Date (except as otherwise reasonably agreed to by the Borrower) and required to be paid under the Administrative Agent Fee Letter on the Closing Date to the Administrative Agent, the Lead Arrangers and the Lenders, in the case of expenses, shall have been paid in full to the extent then due.

(c) Prior to, or substantially concurrently with, the initial Credit Extensions, the Refinancing shall have occurred or the Administrative Agent shall be satisfied with the arrangements in place to effectuate the Refinancing.

(d) The Administrative Agent shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information about the Borrower and each Guarantor reasonably requested in writing by it at least ten (10) Business Days prior to the Closing Date required in order to comply with applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

(e) The representations and warranties in Article V shall be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representation and warranties shall be true and correct after giving effect to such materiality qualifier) on and as of the Closing Date.

(f) Since December 31, 2015, there has been no Material Adverse Effect.

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender.

Section 4.02 Conditions to All Credit Extensions after the Closing Date. The obligation of each Lender to honor any Request for Credit Extension (other than a 2018 Incremental Term Loan, Delayed Draw Term Loan or a Loan Notice requesting only a conversion of Loans to the other Type, a continuation of Term SOFR Loans and CDOR Rate Loans or (except as otherwise set forth herein or in the applicable Incremental Amendment) a Borrowing pursuant to any Incremental Amendment) after the Closing Date is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties shall be true and correct after giving effect to such materiality qualifier) on and as of the date of such Credit Extension; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(b) At the time of and immediately after giving effect to any Borrowing after the Closing Date, no Default shall have occurred and be continuing.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Term SOFR Loans and CDOR Rate Loans or a Borrowing in connection with any Incremental Amendment) submitted by the Borrower after the Closing Date shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

Section 4.03 Conditions to First Amendment Effectiveness.

The effectiveness of this Agreement on the First Amendment Effective Date is subject to the satisfaction of each of the conditions set forth in Section 5 of the First Amendment.

Section 4.04 Conditions to All Borrowings of Delayed Draw Term Loans.

The obligation of each Lender to honor any request in respect of Delayed Draw Term Loans on or after the First Amendment Effective Date during the Delayed Draw Commitment Period is subject to the following conditions precedent:

(a) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

(b) In the case of any Delayed Draw Term Loans made (i) on the First Amendment Effective Date, the Specified Representations shall be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties shall be true and correct after giving effect to such materiality qualifier) and (ii) thereafter, the representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties shall be true and correct after giving effect to such materiality qualifier) on and as of the date of such Credit Extension; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(c) In the case of any Delayed Draw Term Loans made after the First Amendment Effective Date, no Specified Default shall have occurred and be continuing at the time such Pre-Approved Acquisition is consummated.

(d) After giving Pro Forma Effect to the incurrence of such Delayed Draw Term Loans, the aggregate principal amount of all Delayed Draw Term Loans made under the Delayed Draw Term Facility shall not exceed an amount equal to the product of (x) 6.25 multiplied by (y) the aggregate amount of Contributed EBITDA from all Pre-Approved Acquisitions consummated prior to, and after giving effect to the use of proceeds of, such Borrowing.

Each Request for Credit Extension under this section submitted by the Borrower after the First Amendment Effective Date shall be deemed to be a representation and warranty that the conditions specified in Sections 4.04(b) through and including (d) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

Representations and Warranties

On the Closing Date and to the extent required pursuant to Section 4.02 hereof or by any other provision of this Agreement, the Borrower represents and warrants (in the case of such representations and warranties made pursuant to Section 4.02, solely to the extent required to be true and correct for the applicable Credit Extension pursuant to Article IV) to the Administrative Agent and the Lenders that:

Section 5.01 Existence, Qualification and Power. Each Loan Party and each Restricted Subsidiary that is a Material Subsidiary (a) is a Person duly organized, incorporated, amalgamated or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization, amalgamation or formation (to the extent such concept exists in such jurisdiction), (b) has all corporate or other organizational power and authority to (i) own its assets and carry on its business as currently conducted and (ii) in the case of the Loan Parties, execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing (to the extent such concept exists) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (a) (other than with respect to the due organization, formation, incorporation or existence of the Loan Parties), (b)(i), (c) or (d), to the extent that failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. (a) The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party has been duly authorized by all necessary corporate or other organizational action.

(b) The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is a party do not and will not (A) contravene the terms of any of its Organization Documents; (B) result in any breach or contravention of, or the creation of any material Lien upon any of the property or assets of such Loan Party or any of the Restricted Subsidiaries (other than as permitted by Section 7.01) under (I) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the properties of such Loan Party or any of its Subsidiaries or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject; or (C) violate any applicable Laws; except with respect to any breach, contravention or violation (but not creation of Liens) referred to in clauses (A), (B) and (C), to the extent that such breach, contravention or violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by any Loan Party of this Agreement or any other Loan Document, except for (i) filings or other actions necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Collateral and Guarantee Requirement), (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings described in the Collateral Documents, and (iv) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes a legal, valid and binding obligation of each Loan Party, enforceable against each Loan Party that is party hereto and thereto in accordance with its respective terms, except as such enforceability may be limited by Debtor Relief Laws or other Laws affecting creditors' rights generally and by general principles of equity and principles of good faith and fair dealing.

Section 5.05 Financial Statements; No Material Adverse Effect. (a) The Annual Financial Statements and the Quarterly Financial Statements fairly present in all material respects the financial position of the Borrower and its Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein (subject, in the case of the Quarterly Financial Statements to changes resulting from normal year-end adjustments and the absence of footnotes).

(b) Since December 31, 2015 there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

Section 5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of the Restricted Subsidiaries that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.07 Labor Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) there are no strikes, lockouts or slowdowns against the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened and (b) the hours worked by and payments made to employees of the Borrower or any Restricted Subsidiary have not been in violation of the Fair Labor Standards Act or any other applicable Law dealing with such matters.

Section 5.08 Ownership of Property; Liens. Each of the Borrower and the Restricted Subsidiaries has valid, good and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for Liens permitted by Section 7.01 and except where the failure to have such title or other property interests described above would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.09 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Borrower and the Restricted Subsidiaries are in compliance with all Environmental Laws in all jurisdictions in which the Borrower and each of the Restricted Subsidiaries, as the case may be, is currently doing business (including having obtained all Environmental Permits required for the operation of the business), (ii) neither the Borrower nor any of the Restricted Subsidiaries has received written notice that it is subject to any pending, or to the knowledge of the Borrower, threatened Environmental Claim and (iii) neither the Borrower nor any Restricted Subsidiary is subject to Environmental Liability.

Section 5.10 Taxes. Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Borrower and the Restricted Subsidiaries have timely filed all federal and state and other Tax returns and reports required to be filed, and have timely paid all federal and state and other Taxes, assessments, fees and other governmental charges (including satisfying its withholding Tax obligations) levied or imposed on their properties, income or assets or otherwise due and payable, except those which are being contested in good faith by appropriate actions and for which adequate reserves have been provided in accordance with GAAP. There is no proposed Tax assessment in writing against the Borrower or the Restricted Subsidiaries that would, if made, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.11 Benefits. (a) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) neither the Borrower nor any of its ERISA Affiliates has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 et seq. or Section 4243 of ERISA with respect to a Multiemployer Plan; and (iii) neither the Borrower nor any of its ERISA Affiliates has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 5.11(a), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(a) The Canadian Pension Plans are duly registered under the provisions of the ITA and any other applicable Law and no event has occurred which is reasonably likely to cause such registered status to be revoked. The Canadian Pension Plans have been administered in accordance, in all material respects, with the ITA and all other applicable Laws. No promises of benefit improvements under the Canadian Pension Plans have been made except where such improvements could not have a Material Adverse Effect. Except where noncompliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Loan Party has made all contributions required to be made by it in a timely fashion in respect of the applicable Canadian Multi-Employer Plans in accordance with the terms of the applicable collective bargaining agreements relating to such plan.

(b) Except where noncompliance or the incurrence of an obligation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Foreign Plan has been maintained in substantial compliance with its terms and with the requirements of any and all applicable Laws, and neither the Borrower nor any Guarantor has incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan.

Section 5.12 Subsidiaries. As of the First Amendment Effective Date, (a) neither the Borrower nor any other Loan Party has any Subsidiaries other than those specifically disclosed on Schedule 5.12 and (b) all of the outstanding Equity Interests in the Restricted Subsidiaries have been validly issued and are fully paid and (if applicable) nonassessable. As of the First Amendment Effective Date,

Schedule 5.12 (a) sets forth the name and jurisdiction of organization of each Subsidiary and (b) sets forth the ownership interest of the Borrower in each of its Subsidiaries, including the percentage of such ownership.

Section 5.13 Margin Regulations; Investment Company Act. (a) As of the Closing Date, not more than 25% of the value of the assets of the Borrower and its Restricted Subsidiaries, on a consolidated basis, is Margin Stock. No Loan Party is engaged nor will it engage, principally or as one of its important activities, in the business of (i) purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB) or (ii) extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Borrowings will be used for any purpose that violates Regulation U.

(b) No Loan Party is an “investment company” as defined in the Investment Company Act of 1940.

Section 5.14 Disclosure. As of the Closing Date the written information and written data furnished or concerning the Loan Parties that has been made available to any Agent or any Lender by or on behalf of the Borrower in connection with the Original Transaction, when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made (after giving effect to all supplements and updates thereto); *provided*, that (a) with respect to financial estimates, projected financial information, forecasts and other forward-looking information, the Borrower represents and warrants only that such information, when taken as a whole, was prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time of preparation and at the time such financial estimates, projected financial information, forecasts and other forward looking information are made available to any Agent or Lender; it being understood that (i) such projections are not to be viewed as facts, (ii) such projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrower’s control, (iii) no assurance can be given that any particular projections will be realized and (iv) actual results during the period or periods covered by any such projections may differ significantly from the projected results and such differences may be material and (b) no representation or warranty is made with respect to information of a general economic or general industry nature.

Section 5.15 Intellectual Property; Licenses, Etc. The Borrower and each of the Restricted Subsidiaries own free and clear of all Liens (except for Liens permitted by Section 7.01), or have a valid license or right to use, all IP Rights that are reasonably necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such IP Rights, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower, the operation of the respective businesses of the Borrower or any of its Restricted Subsidiaries as currently conducted does not infringe upon, misappropriate or otherwise violate any IP Rights held by any Person and to the knowledge of the Borrower, the Borrower and each Restricted Subsidiary’s IP Rights are not being infringed by any other Person, except, in each case, for such infringements, misappropriations or violations that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each license or other grant of IP Rights granted to the Borrower or a Restricted Subsidiary is valid and binding on the Borrower and the Restricted Subsidiary party thereto, as applicable, and to the knowledge of the Borrower, each other party thereto, and is in full force and effect and enforceable in accordance with its terms, except where the failure to be valid, binding, enforceable and in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.16 Solvency.

(a) On the Closing Date, after giving effect to the Original Transaction, the Borrower and its Restricted Subsidiaries, on a consolidated basis, are Solvent.

(b) On the First Amendment Effective Date, after giving effect to the First Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(c) On the Second Amendment Effective Date, after giving effect to the Second Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(d) On the Third Amendment Effective Date, after giving effect to the Third Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(e) On the Fourth Amendment Effective Date, after giving effect to the Fourth Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(f) On the Fifth Amendment Effective Date, after giving effect to the Fifth Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(g) On the Sixth Amendment Effective Date, after giving effect to the Sixth Amendment Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

Section 5.17 [Reserved].

Section 5.18 Compliance with Laws; PATRIOT Act; FCPA; OFAC.

(a) Compliance with Laws. (x) Each Loan Party and each Restricted Subsidiary is in compliance with the requirements of all applicable Laws (including, without limitation, the Sanctions Laws and Regulations and the FCPA) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate actions diligently conducted or (ii) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect and (y) the use of proceeds of the Additional 2018 Incremental Term Loans complies with the PATRIOT Act in all material respects to the extent applicable.

(b) FCPA. No part of the proceeds of the Loans will be used, directly or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA or the CFPOA. The Borrower and its Subsidiaries have conducted their businesses in compliance with the FCPA, the UK Bribery Act 2010, the CFPOA and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

(c) OFAC. None of the Borrower or any of its Subsidiaries, nor, any director or officer of the Borrower or its Subsidiaries, nor to the knowledge of the Borrower, any employee or agent of the Borrower or any of its Subsidiaries, (i) is a Designated Person, (ii) is currently subject to any U.S. sanctions administered by OFAC or (iii) located, organized or resident in a country that is subject of Sanctions Laws and Regulations. No part of the proceeds of the Loans will be used, directly or, to the knowledge of the Borrower, indirectly, in violation of any Sanctions Laws and Regulations.

Section 5.19 Collateral Documents. Subject to the terms of Section 4.01 and except as otherwise contemplated hereby or under any other Loan Documents, the provisions of the Collateral Documents, together with such filings, registrations and other actions required to be taken hereby or by the applicable Collateral Documents, are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and perfected Lien on the Collateral with the ranking or priority required by the relevant Collateral Documents (subject to Liens permitted by Section 7.01) on all right, title and interest of the Borrower and the other applicable Loan Parties, respectively, in the Collateral described therein (other than such Collateral in which a security interest cannot be perfected under the Uniform Commercial Code, the PPSA or by possession or control).

Notwithstanding anything herein (including this Section 5.19) or in any other Loan Document to the contrary, neither the Borrower nor any other Loan Party makes any representation or warranty as to (A) the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests of any Subsidiary that is not a Loan Party, or as to the rights and remedies of the Agents or any Lender with respect thereto, in each case, under foreign Law, (B) the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest to the extent such pledge, security interest, perfection or priority is not required pursuant to the Collateral and Guarantee Requirement or (C) on the Closing Date and until required pursuant to Section 6.12 or 6.14 or the proviso at the end of Section 4.01(a), the pledge or creation of

any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent not required on the Closing Date pursuant to Section 4.01(a)(iii).

ARTICLE VI

Affirmative Covenants

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder (other than (i) contingent indemnification obligations as to which no claim has been asserted and (ii) Obligations under Secured Hedge Agreements and Obligations under Secured Cash Management Agreements) shall remain unpaid or unsatisfied, the Borrower shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02, Section 6.03 and Section 6.16) cause each of the Restricted Subsidiaries to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender each of the following and shall take the following actions:

(a) within one hundred twenty (120) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity and cash flows for such fiscal year together with related notes thereto, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by an opinion of an independent registered public accounting firm of nationally recognized standing, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification, explanatory paragraph or exception or any qualification, explanatory paragraph or exception as to the scope of such audit (other than as may be required solely as a result of any impending maturity of any Loans or Commitments or other Indebtedness of the Borrower and its Subsidiaries in excess of the Threshold Amount (including, for the avoidance of doubt, the Revolving Credit Agreement, the Existing U.S. 2022 Notes, the Existing U.S. 2023 Notes and the Existing U.S. 2026 Notes));

(b) within sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower (commencing with the fiscal quarter ending September 30, 2016), a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended setting forth in each case in comparative form the figures for the corresponding fiscal quarter and the corresponding portion of the previous fiscal year, as applicable, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial position, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject to normal year-end adjustments and the absence of footnotes;

(c) within one hundred twenty (120) days after the end of each fiscal year (beginning with the fiscal year of the Borrower ending December 31, 2016), a consolidated budget for the then-current fiscal year as customarily prepared by management of the Borrower and setting forth the material underlying assumptions based on which such consolidated budget was prepared (including any projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the then-current fiscal year and the related consolidated statements of projected operations or income and projected cash flow, in each case, to the extent prepared by management of the Borrower and included in such consolidated budget, which projected financial statements shall be prepared in good faith on the basis of assumptions believed to be reasonable at the time of preparation of such projected financial statements, it being understood that actual results may vary from such projections and that such variations may be material) *provided* that the requirement described in this clause (c) shall no longer apply following the consummation of a Qualifying IPO; and

(d) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and Section 6.01(b) above, (i) if applicable, an internally prepared management summary of *pro forma* adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements and (ii) a customary management's discussion and analysis.

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect

parent of the Borrower that directly or indirectly holds all of the Equity Interests of the Borrower or (B) the Borrower's or such entity's Form 10-K or 10-Q, as applicable, filed with the SEC; *provided* that, with respect to each of clauses (A) and (B), (i) to the extent such information relates to a direct or indirect parent of the Borrower, such information is accompanied by an internally prepared management summary of consolidating information that explains in reasonable detail the differences between the information relating to such direct or indirect parent and its Subsidiaries on a consolidated basis, on the one hand, and the information relating to the Borrower and the Restricted Subsidiaries on a consolidated basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by an opinion of an independent registered public accounting firm of nationally recognized standing, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (other than solely as a result of the impending maturity of any Loan or Commitment).

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) no later than five (5) days after the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statement delivery for the fiscal year ending December 31, 2016), a duly completed Compliance Certificate;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports, proxy statements and registration statements which the Borrower or any Restricted Subsidiary files with the SEC or with any similar Governmental Authority that may be substituted therefor or with any national securities exchange or national or provincial securities commission, as the case may be (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8), and in any case not otherwise required to be delivered to the Administrative Agent pursuant to any other provision of this Article VI;

(c) promptly after the furnishing thereof, copies of any material statements or material reports furnished to any holder of the Existing U.S. 2022 Notes, Existing U.S. 2023 Notes and Existing U.S. 2026 Notes and not otherwise required to be furnished to the Administrative Agent pursuant to any other provision of this Article VI;

(d) together with the delivery of a Compliance Certificate with respect to the financial statements referred to in (x) Section 6.01(a), (i) (A) a report setting forth the information required by Schedules A and B of the U.S. Security Agreement and Schedule A of the Canadian Security Agreement (or, in each case, confirming that there has been no change in such information since the Closing Date or the date of the last such report or other disclosure of such information to the Administrative Agent) and (B) solely with respect to Collateral of any Canadian Subsidiary that is or becomes a Loan Party as of such date, a supplemental perfection certificate, and (ii) a list of each Subsidiary of the Borrower that identifies each Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of such Compliance Certificate or a confirmation that there is no change in such information since the later of the Closing Date and the date of the last such list or other disclosure of such information to the Administrative Agent, and (y) Sections 6.01(a) and 6.01(b), a report setting forth the information required by Schedules A and B of the U.S. Pledge Agreement and Schedules A and B of the Canadian Pledge Agreement (or, in each case, confirming that there has been no change in such information since the Closing Date or the date of the last such report or other disclosure of such information to the Administrative Agent);

(e) [reserved];

(f) [reserved]; and

(g) promptly, such additional information regarding the business or financial condition of any Loan Party or any Restricted Subsidiary, as the Administrative Agent may from time to time on its own behalf or on behalf of any Lender reasonably request; *provided* that such additional information is of a type customarily available to lenders in similar syndicated credit facilities.

Documents certificates, other information and notices required to be delivered pursuant to Section 6.01 and 6.02(b) and (c) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower (or any direct or indirect parent of the Borrower) posts such documents, or provides a link thereto on its website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are delivered by the Borrower (or any direct or indirect parent of the Borrower) (including by facsimile or electronic mail) to the Administrative Agent or its designee for posting on the Borrower's behalf on Intralinks®, Syndtrak® or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); or (iii) with respect to the items required to be delivered pursuant to Section 6.02(b) above in respect of information filed by the Borrower or any Restricted Subsidiary with any securities exchange or commission or the SEC or any governmental or private regulatory authority (other than Form 10-K and 10-Q reports (or similar reports in other jurisdictions) satisfying the requirements in Sections 6.01(a) and (b), respectively), such items have been made available on the website of such exchange authority or the SEC; *provided* that: (A) upon written request by the Administrative Agent or any Lender, the Borrower shall deliver paper (which may be electronic copies delivered via electronic mail) copies of any such document to the Administrative Agent or any Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) other than with respect to items required to be delivered pursuant to Section 6.02(b) above, the Borrower (or any direct or indirect parent of the Borrower) shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Lead Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on Intralinks®, Syndtrak®, ClearPar or another similar electronic transmission system (the "**Platform**") and (b) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive material information (within the meaning of the United States federal and state securities laws) with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing that would not be publicly available, if the Borrower or its Subsidiaries, as applicable, were public reporting companies or had issued debt securities in reliance on Rule 144 of the Securities Act ("**MNPI**"), and which Public Lenders may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Lead Arrangers and the Lenders to treat such Borrower Materials as not containing MNPI (although it may be confidential, sensitive and proprietary) with respect to such Person, or its Affiliates, or any of their respective securities for purposes of United States Federal and state securities laws (*provided, however*, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (y) all Borrower Materials specifically marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information" and (z) the Administrative Agent Lead Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC."

Section 6.03 Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify the Administrative Agent:

- (a) of the occurrence of any Default; and
- (b) of (i) any dispute, litigation, investigation or proceeding between the Borrower or any Restricted Subsidiary and any arbitrator or Governmental Authority, (ii) the filing or commencement of, or any material development in, any litigation or proceeding affecting the Borrower or any Restricted Subsidiary or any Subsidiary, including pursuant to any applicable Environmental Laws, the occurrence of any non-compliance by the Borrower or any Restricted Subsidiary or any of its Subsidiaries with, or liability under, any Environmental Law or Environmental Permit, or (iii) the occurrence of any ERISA Event or with respect to a Foreign Plan, a termination, withdrawal or noncompliance with applicable Laws or plan terms that, in any such case referred to in clauses (i), (ii) or (iii), has resulted or would reasonably be expected to result in a Material Adverse Effect.

Each notice pursuant to this Section 6.03 shall be accompanied by a written statement of a Responsible Officer of the Borrower (x) that such notice is being delivered pursuant to Sections 6.03(a) or (b) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

Section 6.04 Payment of Taxes. Timely pay, discharge or otherwise satisfy, as the same shall become due and payable, all of its obligations and liabilities in respect of Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, except, in each case, to the extent (i) any such Tax, assessment, charge or levy is being contested in good faith and by appropriate actions and for which appropriate reserves have been established in accordance with GAAP or (ii) the failure to pay or discharge the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization, incorporation or amalgamation, as the case may be and (b) take all reasonable action to obtain, preserve, renew and keep in full force and effect those of its rights (including IP Rights), licenses, permits, privileges, and franchises, which are material to the conduct of its business, except in the case of clause (a) or (b) to the extent (x) (other than with respect to the preservation of the existence of the Borrower) that failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (y) pursuant to any merger, amalgamation, consolidation, liquidation, dissolution or Disposition permitted by Article VII.

Section 6.06 Maintenance of Properties. Except if the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty, expropriation or condemnation excepted.

Section 6.07 Maintenance of Insurance. Maintain with insurance companies that the Borrower believes in good faith are financially sound and reputable at the time the relevant coverage is placed or renewed or with a Captive Insurance Subsidiary, insurance with respect to its properties and business against loss or damage, of such types and in such amounts as reasonably determined in good faith by the Borrower as appropriate for the business of the Borrower and its Restricted Subsidiaries (after giving effect to any self-insurance reasonable and customary for similarly situated Persons as reasonably determined in good faith by the Borrower as appropriate for the business of the Borrower and its Restricted Subsidiaries). The Borrower shall use commercially reasonable efforts to ensure that (except for business interruption insurance (if any), director and officer insurance and worker's compensation insurance) unless otherwise agreed by the Administrative Agent, as appropriate, (i) each liability insurance policy names the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and/or (ii) each casualty insurance policy with respect to the Collateral contains a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the loss payee thereunder.

Section 6.08 Compliance with Laws. Comply in all material respects with its Organization Documents and the requirements of all Laws (but excluding Laws governed by Sections 6.04, 6.05, 6.09 and 6.13) and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or to its business or property, except, in each case, in instances in which (a) such requirement of Law, order, writ, injunction or decree is being contested in good faith by appropriate actions diligently conducted or (b) the failure to comply therewith would not reasonably be expected individually or in the aggregate to have a Material Adverse Effect.

Section 6.09 Sanctions and Anti-Corruption. Conducts its business in such a manner so as to comply in all material respects with Sanctions Laws and Regulations, the FCPA and the CFPOA and maintains policies and procedures designed to promote and achieve compliance with these laws.

Section 6.10 Lender Conference Calls. At the request of the Administrative Agent and within fifteen (15) Business Days (or at such later date as may be agreed by the Administrative Agent in its reasonable discretion) of each date on which financial statements are required to be delivered pursuant to Section 6.01(a), hold a meeting (at a mutually agreeable time between the Borrower and the Administrative Agent) by conference call (the costs of such call to be paid by the Borrower) with all Lenders who choose to participate on such call, on which call shall be reviewed by the Borrower the financial results of the previous fiscal year covered by such financial statements and the financial condition of the Borrower and its Restricted Subsidiaries at such time.

Section 6.11 Books and Records; Inspection and Audit Rights. Keep proper books of record and account in which full, true and correct entries in conformity with GAAP and in material conformity with all applicable Laws are made of all dealings and transactions in relation to its business and activities and permit representatives and independent contractors of the Administrative Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom (other than the records of the Board of Directors of such Loan Party or such Restricted Subsidiary), and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrower and at such reasonable times during normal business hours, as agreed between the Borrower and the Administrative Agent; *provided that*, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 6.11 and the Administrative Agent shall not exercise such rights more often than one (1) time during any calendar year absent the existence of an Event of Default and such one (1) time shall be at the Borrower's expense (it being understood that unless an Event of Default has occurred and is continuing, the Administrative Agent shall only visit locations where books and records and/or senior officers are located); *provided, further*, that when an Event of Default exists, the Administrative Agent (or any of its respective representatives or independent contractors) on behalf of the Lenders may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 6.11, none of the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement with any third party or (c) is subject to attorney-client or similar privilege or constitutes attorney work product; *provided that*, to the extent legally permissible, the Borrower shall notify the Administrative Agent that any such document, information or other matter is being withheld pursuant to clauses (a), (b) or (c) of this Section 6.11 and shall use commercially reasonable efforts to communicate, to the extent permitted, the applicable information in a way that would not violate such restrictions and to eliminate such restrictions.

Section 6.12 Covenant to Guarantee Obligations and Give Security. From and after the Closing Date, at the Borrower's expense, in accordance with and subject to the terms, conditions, and limitations of Collateral and Guarantee Requirement and any applicable limitation in any Collateral Document, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including:

(a) upon the formation, incorporation or acquisition of any new direct or indirect Wholly Owned Material Subsidiary (in each case, other than an Excluded Subsidiary) by any Loan Party, the designation in accordance with Section 6.15 of any existing direct or indirect Wholly Owned Material Subsidiary as a Restricted Subsidiary (other than an Excluded Subsidiary) or upon any Wholly Owned Material Subsidiary ceasing to be an Excluded Subsidiary:

(i) within ~~sixty~~ninety (60)90 days after such formation, incorporation, acquisition or designation occurred (or such longer period as the Administrative Agent may agree to in its reasonable discretion) after such formation, incorporation, acquisition or designation, subject to the First Lien Intercreditor Agreement:

(1) [reserved];

(2) cause each such Material Subsidiary that is required to become a Subsidiary Guarantor pursuant to the Collateral and Guarantee Requirement to duly execute and deliver to the Administrative Agent joinders to the Guaranty, Security Agreement Supplements, Intellectual Property Security Agreements and other security agreements and documents required by the Collateral Documents or, as reasonably requested by and in form already specified or otherwise reasonably satisfactory to the Administrative Agent (consistent with the Security Agreements, Intellectual Property Security Agreements and other Collateral Documents in effect on the Closing Date with appropriate modifications to address any applicable local Laws), in each case granting the Guarantees and Liens required by the Collateral and Guarantee Requirement;

(3) cause each such Material Subsidiary that is required to become a Subsidiary Guarantor pursuant to the Collateral and Guarantee Requirement to deliver any and all certificates representing Equity Interests (to the extent certificated) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other appropriate instruments of transfer executed in blank and the Material Debt Instruments (if any)

evidencing the Indebtedness held by such Material Subsidiary and required to be pledged pursuant to the Collateral Documents, indorsed in blank to the Collateral Agent;

(4) take and cause the applicable Material Subsidiary and each direct or indirect parent of such applicable Material Subsidiary that is required to become a Subsidiary Guarantor pursuant to the Collateral and Guarantee Requirement to take whatever action (including the filing of financing statements under the Uniform Commercial Code, PPSA or other applicable Laws and other applicable registration forms and filing statements, and delivery of stock and other membership interest certificates and powers to the extent certificated) as may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected (to the extent required by the Collateral and Guarantee Requirement and the Collateral Documents) Liens required by the Collateral and Guarantee Requirement;

(ii) within ninety (90) days after the reasonable request, if any, therefor by the Administrative Agent (or, in each case, such longer period as the Administrative Agent may agree to in its discretion), deliver to the Administrative Agent a signed copy of a customary opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel(s) for the Loan Parties reasonably acceptable to the Administrative Agent as to such matters set forth in Section 6.12(a)(i)(2) as the Administrative Agent may reasonably request; and

(b) (i) with respect to Material Real Property set forth on Schedule 1.01B, within ninety (90) days after the Closing Date (or such longer period as the Administrative Agent may agree in its discretion) and (ii) with respect to Material Real Property acquired after the Closing Date, within ninety (90) days after the date of such acquisition (or such longer period as the Administrative Agent may agree in its discretion), the Borrower shall, in each case, take, or cause the relevant Loan Party to take, the actions referred to in Section 6.14(b) with respect to Material Real Property of a Loan Party to the extent such Material Real Property shall not already be subject to a valid and perfected Lien pursuant to the Collateral and Guarantee Requirement.

(c) Notwithstanding anything to the contrary, in the event a Discretionary Guarantor is designated, such Discretionary Guarantor shall grant a perfected lien on substantially all of its assets (and the Loan Party that owns the Equity Interests of such Discretionary Guarantor shall grant perfected liens on such Equity Interests) pursuant to arrangements reasonably agreed between the Administrative Agent and the Borrower subject to customary limitations and exclusions in the jurisdiction of such Discretionary Guarantor as reasonably agreed between the Administrative Agent and the Borrower.

Section 6.13 Compliance with Environmental Laws. Except, in each case, to the extent that the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: comply, and take all reasonable actions to cause any lessees and other Persons operating or occupying its properties to comply with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, response or other corrective action necessary to address all Hazardous Materials at, on, under or emanating from any facilities currently or formerly owned, leased or operated by it as otherwise required by any applicable Environmental Laws or, if applicable to the Borrowers and their successors and assigns, a written settlement or consent agreement with those Governmental Authorities having jurisdiction; *provided, however*, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, response or other corrective action to the extent that its obligation to do so is being contested in good faith by appropriate actions and for which adequate reserves have been provided in accordance with GAAP.

Section 6.14 Further Assurances. Subject to the provisions and limitations of the Collateral and Guarantee Requirement and any applicable limitations in any Collateral Document and in each case at the expense of the Borrower:

(a) Promptly upon reasonable request by the Administrative Agent or as may be required by applicable Laws (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing, registration or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record,

re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments, in each case, as the Administrative Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Documents.

(b) In the case of any Material Real Property, to provide the Collateral Agent with a Mortgage in respect of such Material Real Property, (x) with respect to Material Real Property set forth on Schedule 1.01B, within ninety (90) days after the Closing Date (or such longer period as the Administrative Agent may agree in its discretion) and (y) with respect to Material Real Property acquired after the Closing Date, within ninety (90) days after the date of such acquisition (or such longer period as the Administrative Agent may agree in its discretion), in each case, together with:

(i) evidence that counterparts of or acknowledgement and directions from the Borrower necessary to register the Mortgages have been duly executed, acknowledged and delivered and the Mortgages are in form suitable for filing, registration or recording in all filing or recording or land registry offices that the Administrative Agent may deem reasonably necessary or desirable in order to create a valid and perfected Lien on such Material Real Property in favor of the Collateral Agent for the benefit of the Secured Parties and that all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

(ii) fully paid American Land Title Association Lender's Extended Coverage title insurance policies or the equivalent or other form available in each applicable jurisdiction (the "**Mortgage Policies**") in form and substance, with customary endorsements available in the applicable jurisdiction and in amount, reasonably acceptable to the Administrative Agent (not to exceed the value (as determined in good faith by the Borrower) of the real properties covered thereby), issued, coinsured and reinsured by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid subsisting Liens on the real property described therein in the ranking or the priority of which it is expressed to have within the Mortgages, subject only to Liens permitted by Section 7.01, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents) and such coinsurance and direct access reinsurance as the Administrative Agent may reasonably request and is available in the applicable jurisdiction at ordinary rates;

157

(iii) to the extent reasonably requested by the Administrative Agent, customary legal opinions from local counsel for the Loan Parties in states or provinces in which such Material Real Property is located with respect to the enforceability of the Mortgages and the filing or registration of any related fixture filings/registrations;

(iv) as promptly as practicable after the reasonable request therefor by the Administrative Agent, surveys and any then completed Phase I type environmental assessment reports; *provided* that the Administrative Agent may in its reasonable discretion accept any such existing survey to the extent prepared as of a date reasonably satisfactory to the Administrative Agent; *provided, however*, that there shall be no obligation to deliver to the Administrative Agent any environmental site assessment report whose disclosure to the Administrative Agent would require the consent of a Person other than the Borrower or one of its Subsidiaries, where, despite the commercially reasonable efforts of the Borrower to obtain such consent, such consent cannot be obtained;

(v) "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determinations with respect to each parcel of improved Material Real Property located in the United States and subject to a Mortgage (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the applicable Loan Party), and in the event that any parcel of improved Material Real Property located in the United States that is subject to a Mortgage is located in a flood hazard area, evidence of flood insurance in an amount reasonably satisfactory to the Administrative Agent; and

(vi) such other evidence that all other actions that the Administrative Agent may reasonably deem necessary or desirable in order to create valid and subsisting Liens on the real property described in the Mortgages have been taken.

Section 6.15 Designation of Subsidiaries. The Borrower may at any time after the Closing Date designate (or re-designate) any Restricted Subsidiary as an Unrestricted Subsidiary or designate (or re-designate, as the case may be) any Unrestricted Subsidiary as a Restricted Subsidiary; *provided* that (i) immediately before and after such designation (or re-designation), no Event of Default shall have occurred and be continuing, (ii) no Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of any Incremental Equivalent Debt, Refinancing Equivalent Debt or Junior Financing and

(iii) the Investment resulting from the designation of such Subsidiary as an Unrestricted Subsidiary as described in the immediately succeeding sentence is permitted by Section 7.02. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower therein at the date of designation in an amount equal to the fair market value as determined by the Borrower in good faith of the Borrower's or a Subsidiary's (as applicable) Investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time and a return on any Investment by the Borrower or the applicable Subsidiary in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value as determined by the Borrower in good faith at the date of such designation of the Borrower's or a Subsidiary's (as applicable) Investment in such Subsidiary.

Section 6.16 Maintenance of Ratings. Use commercially reasonable efforts to maintain (i) a public corporate credit rating (but not a specific rating) from S&P and a public corporate family rating (but not a specific rating) from Moody's, in each case in respect of the Borrower, and (ii) a public rating (but not a specific rating) in respect of the Loans from each of S&P and Moody's.

Section 6.17 Post-Closing Actions. Within the time periods specified on Schedule 6.17 (as each may be extended by the Administrative Agent in its reasonable discretion), provide such Collateral Documents and complete such undertakings as are set forth on Schedule 6.17. All conditions precedent and representations contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true because the foregoing actions were not taken on the Closing Date, the respective representation and warranty shall be required to be true and correct at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 6.17 and (y) all representations and warranties relating to the Collateral Documents shall be required to be true immediately after the actions required to be taken by this Section 6.17 have been taken (or were required to be taken) and the parties hereto acknowledge and agree that the failure to take any of the actions required above, within the relevant time periods required above, shall give rise to an immediate Event of Default pursuant to this Agreement.

Section 6.18 Use of Proceeds. Use the proceeds (a) of the Initial Term Loans, whether directly or indirectly, to finance a portion of the Original Transaction, including the consummation of the Acquisition and the payment of Original Transaction Expenses, and for working capital and other general corporate purposes (including to fund OID or upfront fees in connection with the Original Transaction), (b) of the Effective Date Incremental Term Loans, on the First Amendment Effective Date, to repay in full the Initial Term Loans outstanding as of the First Amendment Effective Date (together with any accrued and unpaid interest thereon), finance a portion of the First Amendment Transactions, including the consummation of the First Amendment Transactions and the payment of the First Amendment Transaction Expenses, and for working capital and other general corporate purposes (including to fund OID or upfront fees in connection with the First Amendment Transactions), (c) of the Delayed Draw Term Loans, to be used on and/or from time to time after the First Amendment Effective Date, to provide financing for, or refinance indebtedness incurred or replace cash used in connection with Pre-Approved Acquisitions, (d) of the 2020 Refinancing Term Loans, on the Third Amendment Effective Date, to repay in full the Term Loans outstanding immediately prior to the Third Amendment Effective Date (together with any accrued and unpaid interest thereon), (e) of the 2023 Refinancing Term Loans, on the Fourth Amendment Effective Date, to repay in full the Term Loans outstanding immediately prior to the Fourth Amendment Effective Date (together with any accrued and unpaid interest thereon), (f) of the 2023-A Refinancing Term Loans, on the Fifth Amendment Effective Date, to repay in full the Term Loans outstanding immediately prior to the Fifth Amendment Effective Date (together with any accrued and unpaid interest thereon) (g) of the 2024 Refinancing Term Loans, on the Sixth Amendment Effective Date, to repay in full the Term Loans outstanding immediately prior to the Sixth Amendment Effective Date (together with any accrued and unpaid interest thereon) (h) of any Borrowing other than those referred to in the foregoing clauses (a), (b), (c), (d), (e) ~~and~~, (f) ~~and~~ (g), for any purpose not otherwise prohibited under this Agreement, including for general corporate purposes, working capital needs, Capital Expenditures, Permitted Acquisitions and other similar Investments, permitted Restricted Payments, permitted refinancing of indebtedness and any other transaction not prohibited by this Agreement.

Section 6.19 Change in Nature of Business. Engage in material lines of business not substantially different from those lines of business conducted or proposed to be conducted by the Borrower or any of the Restricted Subsidiaries on the Closing Date or any business or any other activities that are reasonably similar, ancillary, incidental, complementary or related to, or a reasonable extension, development or expansion of, the businesses conducted or proposed to be conducted by the Borrower or any of the Restricted Subsidiaries on the Closing Date.

ARTICLE VII

Negative Covenants

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder (other than (i) contingent indemnification obligations as to which no claim has been asserted and (ii) Obligations under Secured Hedge Agreements and Obligations under Secured Cash Management Agreements) shall remain unpaid or unsatisfied, the Borrower shall not, nor shall the Borrower permit any Restricted Subsidiary to:

Section 7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

- (a) Liens created pursuant to any Loan Document;
- (b) Liens existing on the First Amendment Effective Date and set forth on Schedule 7.01(b);
- (c) Liens for Taxes, assessments or governmental charges that are not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, that are being contested in good faith and by appropriate actions for which appropriate reserves have been established in accordance with GAAP;
- (d) statutory or common law Liens of landlords, sublandlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens, or other customary Liens in favor of such Persons, so long as, in each case, such Liens secure amounts not overdue for a period of more than sixty (60) days or, if more than sixty (60) days overdue no other action has been taken to enforce such Lien, such Lien is being contested in good faith and by appropriate actions for which appropriate reserves have been established in accordance with GAAP;
- (e) pledges or deposits (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security laws or similar legislation, health, disability or other employee benefits, (ii) in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiaries or any other insurance or self-insurance arrangements and (iii) in respect of letters of credit or bank guarantees that have been posted by the Borrower or any Restricted Subsidiaries to support the payments of the items set forth in clauses (i) and (ii) of this Section 7.01(e);
- (f) pledges, deposits or other Liens (i) to secure the performance of bids, tenders, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs, bid and appeal bonds, performance and return of money bonds, performance and completion guarantees, agreements with utilities and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business or consistent with industry practice and (ii) in respect of letters of credit or bank guarantees that have been posted to support payment of the items set forth in clause (i) of this Section 7.01(f);

(g) easements, servitudes, rights-of-way, restrictions (including zoning, building and similar restrictions), encroachments, protrusions, covenants, variations in area of measurement, declarations on or with respect to the use of property, matters of record affecting title, liens restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put, and other similar encumbrances and title defects affecting real property that, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Borrower and their respective Subsidiaries taken as a whole, or the use of the property for its intended purpose, and any other exceptions to title on the Mortgage Policies accepted by the Administrative Agent in accordance with this Agreement;

(h) Liens arising from judgments or orders for the payment of money (or appeal or other surety bonds relating thereto) not constituting an Event of Default under Section 8.01(g);

(i) (i) Liens securing obligations in respect of Indebtedness permitted under Section 7.03(e); *provided* that (A) such Liens do not at any time encumber any property other than the property the acquisition, lease, construction, design, repair or improvement of which was financed by such Indebtedness, replacements thereof and additions and accessions to such property and the proceeds and the products thereof and customary security deposits and (B) such Liens do not at any time extend to or cover any assets (except for additions and accessions to such assets, the proceeds and products thereof and customary security deposits) other than the assets subject to, or acquired, leased, constructed, designed, repaired or improved with the proceeds of such Indebtedness; *provided* that, in the case of each of subclause (A) and (B), individual financings provided by one lender may be cross collateralized to other financings provided by such lender or its Affiliates and (ii) Liens on assets of Non-Loan Parties securing Indebtedness of such Non-Loan Parties permitted pursuant to Section 7.03 or other obligations of any Non-Loan Party not constituting Indebtedness;

(j) (i) leases, non-exclusive licenses, subleases or non-exclusive sublicenses (including with respect to intellectual property and software) (or other agreements under which the Borrower or any Restricted Subsidiary has granted non-exclusive rights to end users to access and use the Borrower's or any Restricted Subsidiary's products, technologies or services in the ordinary course of business) or exclusive licenses or sublicenses of IP Rights which are not material to the business and, in each case, are granted to others in the ordinary course of business which do not (A) interfere in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole, or (B) secure any Indebtedness for borrowed money (the foregoing licenses, "Permitted Exclusive Licenses") and (ii) the rights reserved or vested in any Person (other than any Loan Party or any Restricted Subsidiary) by the terms of any lease, license, sublease, sublicense, franchise, grant or permit held by the Borrower or any other Restricted Subsidiaries or by a statutory provision, to terminate any such lease, non-exclusive license, sublease, non-exclusive sublicense, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

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

(l) Liens (i) of a collection bank arising under Section 4-208 of the Uniform Commercial Code or other similar provisions of applicable Laws on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of common or statutory Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of setoff);

(m) Liens (i) on advances of cash or Cash Equivalents or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02(f), Section 7.02(i), Section 7.02(j), Section 7.02(n), Section 7.02(p), Section 7.02(q), Section 7.02(s), Section 7.02(t), Section 7.02(u), Section 7.02(z) and Section 7.02(bb) to be applied against the purchase price for such Investment or otherwise in connection with any customary escrow arrangements with respect to any such Investment or any Disposition permitted under Section 7.05 (including any letter of intent or purchase agreement with respect to such Investment or Disposition), (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien or on the date of any contract for such Investment or Disposition or (iii) with respect to escrow deposits consisting of the proceeds of Indebtedness (and related interest and fee amounts) otherwise permitted pursuant to Section 7.03 in connection with customary redemption terms in connection with escrow arrangements financing, and contingent on the consummation of any Investment, Disposition or Restricted Payment permitted by Section 7.02, Section 7.05 or Section 7.06;

(n) Liens in favor of the Borrower or a Restricted Subsidiary securing Indebtedness owing to the Borrower or such Restricted Subsidiary permitted under Section 7.03; *provided* that no Loan Party shall grant a Lien in favor of any Non-Loan Party;

(o) Liens existing on property at the time of its acquisition or existing on the property (or Equity Interests) of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the date hereof (but excluding Liens deemed to

be incurred upon the designation (or re-designation) of an Unrestricted Subsidiary as a Restricted Subsidiary); *provided* that (i) other than with respect to Indebtedness incurred pursuant to Section 7.03(k) or Section 7.03(u), such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to or cover any other property of the Borrower or any Restricted Subsidiary other than the Person(s) acquired and/or formed to make such acquisitions and Subsidiaries of such Person(s) (other than the proceeds or products thereof and, except in the case of a Subsidiary Guarantor, other than after-acquired property of and Equity Interests in such acquired Restricted Subsidiary (it being understood and agreed to the extent such Lien secures Indebtedness assumed pursuant to Section 7.03(g) consisting of financings of the type described in Section 7.03(e), any such individual financings by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates)) and (iii) the Indebtedness secured thereby is permitted under Section 7.03(g), (k), (n), (t) or (u);

(p) any interest or title (and any encumbrances on such interest or title) of a lessor, sublessor, licensor or sublicensor or secured by a lessor's, sublessor's, licensor's or sublicensor's interest under leases or subleases (other than Financing Leases) or licenses or sublicenses, in each case entered into by the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

162

(q) (i) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any of the Restricted Subsidiaries in the ordinary course of business and (ii) Liens or other similar provisions of applicable Laws under Article 2 of the Uniform Commercial Code or similar provisions of applicable Laws in favor of a seller or buyer of goods;

(r) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 7.02 and reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts maintained in the ordinary course of business and not for speculative purposes;

(s) to the extent constituting Liens, Dispositions expressly permitted under Section 7.05;

(t) Liens that are customary contractual rights of setoff or banker's liens (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions in the ordinary course and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit, automatic clearinghouse accounts or sweep accounts of the Borrower or any of the Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any of the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

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

(v) leases or subleases in the ordinary course of business in respect of real property on which facilities or equipment owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

(w) Liens evidenced by the filing of Uniform Commercial Code or PPSA financing statements or similar public filings, registrations or agreements in foreign jurisdictions, in each case, relating to leases permitted under this Agreement, and other precautionary statements, filings, registrations or agreements;

(x) Liens on insurance policies and the proceeds thereof securing the financing of the premiums or of the obligations with respect thereto not exceeding since the First Amendment Effective Date the greater of (x) C\$30,000,000 and (y) 1.0% of Consolidated Total Assets determined at the time of creation thereof;

(y) customary rights of first refusal and tag, drag and similar rights in joint venture agreements entered into in the ordinary course of business;

(z) customary Liens of an indenture trustee on money or property held or collected by it to secure fees, expenses and indemnities owing to it by any obligor under an indenture;

(aa) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any Joint Venture, Subsidiary that is not Wholly Owned or similar arrangement pursuant to any Joint Venture, non-Wholly Owned Subsidiary or similar agreement and not for Indebtedness for borrowed money, other than Indebtedness (to the extent otherwise permitted or not prohibited hereunder) of such Joint Venture or non-Wholly Owned Subsidiary;

(bb) Liens securing Swap Contracts permitted under Section 7.03(f) (or any Permitted Refinancing in respect thereof) that are in an aggregate amount since the First Amendment Effective Date not to exceed C\$10,000,000 at any time;

(cc) any zoning, building, conservation, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(dd) the modification, replacement, renewal, refinancing or extension of any Lien permitted by clauses (b), (i), (o) and (ii) of this Section 7.01 and this Section 7.01(dd); *provided* that (i) the Lien does not extend to any additional property other than (A)(x) accessions, additions and improvements on the property originally subject to the Lien, (y) after-acquired property that is affixed or incorporated into the property covered by such Lien (or that, in accordance with such clause was permitted to have secured the Indebtedness or other Obligations so modified, replaced, renewed, refinanced or extended) and (z) in the case of Liens originally permitted by Section 7.01(o), after-acquired property of the applicable Restricted Subsidiary to the extent the security agreements in place at the time of the acquisition of such Restricted Subsidiary required the grant of such Lien in after-acquired property, and (B) proceeds and products thereof (it being understood and agreed that individual financings of the type described in Section 7.03(e) by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates), and (ii) the replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens is, if constituting Indebtedness, a Permitted Refinancing permitted by Section 7.03;

(ee) Liens on all or a portion of the Collateral securing obligations in respect of Permitted Pari Passu Secured Refinancing Debt, Permitted Junior Secured Refinancing Debt or Permitted Ratio Debt and any Permitted Refinancing of any of the foregoing; *provided* that (x) any such Liens securing such Indebtedness that is secured by all or a portion of the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Obligations shall be subject to a First Lien Intercreditor Agreement and (y) any such Liens securing such Indebtedness that is secured by the Collateral on a junior basis to the Liens securing the Obligations shall be subject to a Junior Lien Intercreditor Agreement;

(ff) (i) deposits of cash with the owner or lessor of premises leased or operated by the Borrower or any of the Restricted Subsidiaries and (ii) cash collateral on deposit with banks or other financial institutions issuing letters of credit (or backstopping such letters of credit) or other equivalent bank guarantees issued naming as beneficiaries the owners or lessors of premises leased or operated by the Borrower or any of the Restricted Subsidiaries, in each case in the ordinary course of business of the Borrower and such Restricted Subsidiaries to secure the performance of the Borrower's or such Restricted Subsidiary's obligations under the terms of the lease for such premises;

(gg) Liens on cash or Cash Equivalents used to defease or to satisfy and discharge Indebtedness; *provided* that such defeasance or satisfaction and discharge is not prohibited hereunder;

(hh) Liens securing obligations in respect of Indebtedness permitted under Section 7.03(r); *provided* that (x) any such Liens securing such Indebtedness that is secured by all or a portion of the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Obligations shall be subject to a First Lien Intercreditor Agreement and (y) any such Liens securing such Indebtedness that is secured by all or a portion of the Collateral on a junior basis to the Liens securing the Obligations shall be subject to a Junior Lien Intercreditor Agreement;

(ii) other Liens securing Indebtedness or other obligations (including any modification, replacement, renewal or extension of Liens originally incurred pursuant to this clause (ii) in reliance on clause (dd) of this Section 7.01) in an aggregate principal

amount at the time of incurrence of any such Indebtedness or other obligations not exceeding since the First Amendment Effective Date the greater of (x) C\$240,000,000 and (y) 60% of Consolidated EBITDA as of the last day of the most recently ended Test Period determined at the time of incurrence of such Indebtedness or other obligations secured by such Lien (calculated on a Pro Forma Basis), which Liens, in each case under this Section 7.01(ii), at the election of the Borrower, shall be subject to a First Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement;

(jj) Liens securing obligations under, and secured ratably pursuant to, the Revolving Credit Agreement and other obligations of Persons that are lenders under the Revolving Credit Agreement and their Affiliates including Liens securing obligations pursuant to any Swap Contracts and cash management obligations; *provided* that any such Liens securing such Indebtedness that is secured by all or a portion of the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Obligations shall be subject to a First Lien Intercreditor Agreement;

(kk) Liens of bailees arising in the ordinary course of business;

(ll) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrower and its Restricted Subsidiaries;

(mm) Liens securing obligations in respect of letters of credit, bank guarantees, bankers' acceptance, warehouse receipts or similar obligations permitted to be incurred pursuant to Sections 7.03(p) and (q) and covering (i) the property (or the documents of title in respect of such property) financed by such letters of credit, bank guarantees, bankers' acceptance, warehouse receipts or similar obligations and the proceeds and products thereof or (ii) cash collateral provided to support such obligations;

(nn) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit, bank guarantee or bankers' acceptance issued or created for the account of the Borrower or any Restricted Subsidiary in the ordinary course of business; *provided* that such Lien secures only the obligations of the Borrower or its Restricted Subsidiaries in respect of such letter of credit, bank guarantee or bankers' acceptance to the extent permitted to be incurred pursuant to Section 7.03;

(oo) utility and similar deposits in the ordinary course of business;

(pp) Liens in favor of the Borrower or any Restricted Subsidiary in connection with the Original Transactions or the First Amendment Transactions;

(qq) Solely with respect to any property located in Canada, reservations in any original grants from the Crown of any land or interest therein, statutory exceptions to title and reservations of mineral rights (including coal, oil and natural gas) in any grants from the Crown or from any other predecessors in title;

(rr) undetermined or inchoate Liens, arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with applicable Law or of which written notice has not been duly given in accordance with applicable Law or which, although filed or registered, relate to obligations not due or delinquent;

(ss) securities to public utilities or Governmental Authorities when required by the utility or Governmental Authority in connection with the supply of services or utilities; **and**

(tt) Liens in favor of landlords securing obligations under real property leases, *provided* that (i) such liens only attach to the movable property located on the premises subject to such real property leases and (ii) such premises are located in the Province of Quebec; **and**

(uu) Liens on Permitted Securitization Transferred Assets arising in connection with a Permitted Receivables Facility to the extent the Special Purpose Finance Subsidiary is a Restricted Subsidiary.

The expansion of Liens by virtue of accrual of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Liens for purposes of this Section 7.01.

For purposes of determining compliance with this Section 7.01, (x) a Lien need not be incurred solely by reference to one category of Liens described in clauses (a) through (tt) above but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Liens described in clauses (a) through (tt) above, the Borrower, in its sole discretion, may classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this covenant; *provided* that (a) all Liens securing any Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt or any Permitted Refinancing in respect of the foregoing shall at all times be justified in reliance only on the exception in Section 7.01(ee), (b) all Liens securing any Incremental Equivalent Debt or any Permitted Refinancing in respect thereof shall at all times be justified in reliance only on the exception in Section 7.01(hh) and (c) all Liens securing the Obligations shall at all times be justified in reliance only on the exception in Section 7.01(a).

Section 7.02 Investments. Make or hold any Investments, except:

- (a) Investments in assets that are Cash Equivalents or were Cash Equivalents when made;

166

(b) loans, promissory notes or advances to future, present or former officers, directors, members of management, employees and consultants of the Borrower (or any direct or indirect parent thereof) or any of the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation, housing and analogous ordinary business purposes or consistent with past practices, (ii) in connection with such Person's purchase of Equity Interests of the Borrower (or any direct or indirect parent thereof; *provided* that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Equity Interests shall be contributed or paid to the Borrower in cash) or (iii) for any other purpose in an aggregate principal amount outstanding under this clause (iii) since the First Amendment Effective Date not to exceed C\$7,500,000 at any time;

(c) Investments by the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary; *provided* that the aggregate amount of Investments of Loan Parties made in Non-Loan Parties pursuant to this Section 7.02(c) shall not at any time outstanding since the First Amendment Effective Date exceed the greater of (x) C\$40,000,000 and (y) 1.2% of Consolidated Total Assets determined at the time of such Investment (calculated on a Pro Forma Basis);

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof and other credits to suppliers, in each case, in the ordinary course of business;

(e) Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions, Restricted Payments and prepayments of Indebtedness permitted under Section 7.01, Section 7.03 (other than Section 7.03(c)(ii) or (d)), Section 7.04 (other than Section 7.04(a)(ii), (c)(ii) or (f)), Section 7.05 (other than Section 7.05(d)(ii) or (e)), Section 7.06 (other than Section 7.06(d) or (g)(iii)) and Section 7.12, respectively;

(f) Investments existing on the First Amendment Effective Date or made pursuant to legally binding commitments in existence or otherwise contemplated on the First Amendment Effective Date (i) set forth on Schedule 7.02(f), (ii) consisting of intercompany Investments outstanding on the First Amendment Effective Date, and (iii) any modification, replacement (that does not result in an Investment in any other Person), renewal, reinvestment (that does not result in an Investment in any other Person) or extension of any of the foregoing; *provided* that (x) the amount of any Investment permitted pursuant to this Section 7.02(f) is not increased from the amount of such Investment on the First Amendment Effective Date except pursuant to the terms of such Investment as of the First Amendment Effective Date or as otherwise permitted by another clause of this Section 7.02 and (y) any Investment in the form of Indebtedness of any Loan Party owed to any Non-Loan Party shall be subordinated to the Obligations on subordination terms no less favorable to the Lenders (as determined by the Borrower) than the subordination terms set forth in an Intercompany Note;

- (g) Investments in Swap Contracts of the type permitted under Section 7.03;

(h) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(i) (A) a Pre-Approved Acquisition and (B) the purchase or other acquisition of all or substantially all of the property and assets of any Person or of assets constituting a business unit, a line of business or division of such Person or Equity Interests in a Person that, upon the consummation thereof, will be a Restricted Subsidiary (including as a result of a merger or consolidation and/or any Investment in any Subsidiary that serves to increase the equity ownership of the Borrower or any Restricted Subsidiary therein); *provided* that with respect to each purchase or other acquisition made pursuant to this Section 7.02(i) (each, a “**Permitted Acquisition**”):

(i) the property, assets and businesses acquired in such purchase or other acquisition shall, to the extent required hereunder and under the other Loan Documents, constitute Collateral and the applicable Loan Party, any such newly created or acquired Subsidiary and the Subsidiaries of such created or acquired Subsidiary (in each case, to the extent required under the Collateral and Guarantee Requirement) shall comply with the requirements of Section 6.12, within the times specified therein (for the avoidance of doubt, this clause (i) shall not override any provisions of the Collateral and Guarantee Requirement, subject to the limit in clause (ii) below);

(ii) the aggregate amount of such Investments made by Loan Parties pursuant to this Section 7.02(i) in Persons that are not or do not become (or in assets that are not owned by) Loan Parties (or are not merged or amalgamated with Loan Parties immediately following such Investment) shall not exceed at any time outstanding since the First Amendment Effective Date the greater of (x) C\$40,000,000 and (y) 1.2% of Consolidated Total Assets determined at the time of such Investment (calculated on a Pro Forma Basis); and

(iii) on the date on which the definitive agreement governing the relevant transaction is executed, immediately before and immediately after giving Pro Forma Effect to any such purchase or other acquisition (including any Indebtedness to be incurred in connection therewith), no Event of Default shall have occurred and be continuing.

(j) other Investments in an amount not to exceed the Available Amount immediately prior to the time of the making of such Investment;

(k) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit (or similar provisions of Law) and Article 4 customary trade arrangements with customers consistent with past practices (or similar provisions of Law);

(l) Investments (including debt obligations and Equity Interests) received (i) in connection with the bankruptcy workout, recapitalization or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with or judgments against, customers and suppliers arising in the ordinary course of business, (ii) upon the foreclosure with respect to any secured Investment, (iii) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes or (iv) in settlement of debts created in the ordinary course of business;

(m) loans and advances to any direct or indirect parent of the Borrower in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made to such direct or indirect parent in accordance with Section 7.06 (it being understood and agreed that each applicable provision of Section 7.06 shall be deemed utilized by the outstanding aggregate principal amount of such loans and advances made in reliance on this clause (m));

(n) other Investments since the First Amendment Effective Date that do not exceed in the aggregate the greater of (i) C\$175,000,000 and (ii) 6.0% of Consolidated Total Assets determined at the time of such Investment (calculated on a Pro Forma Basis);

(o) advances of payroll payments to directors, officers, employees, members of management and consultants in the ordinary course of business;

(p) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of the Borrower (or any direct or indirect parent thereof);

(q) Investments held by a Restricted Subsidiary acquired after the Closing Date in accordance with this Section 7.02 (other than in reliance on this clause (q)) or of a Person merged into, amalgamated with or consolidated into the Borrower or a Restricted Subsidiary in accordance with Section 7.04 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(r) Guarantees by the Borrower or any of the Restricted Subsidiaries (i) of leases (other than Financing Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business and (ii) of Indebtedness to the extent such Guarantees are permitted under Section 7.03(c); *provided* that the aggregate amount of Guarantees by the Loan Parties in respect of Indebtedness of Non-Loan Parties pursuant to this clause (r) shall not at any time outstanding since the First Amendment Effective Date exceed the greater of (x) C\$40,000,000 and (y) 1.2% of Consolidated Total Assets determined at the time of such Investment (calculated on a Pro Forma Basis);

(s) Investments made by (i) any Restricted Subsidiary that is a Non-Loan Party to the extent such Investments are financed with the proceeds received by such Restricted Subsidiary from an Investment in such Restricted Subsidiary made pursuant to Section 7.02(i)(ii), Section 7.02(j), Section 7.02(n), Section 7.02(t), Section 7.02(u), and Section 7.2(ff) and (ii) any Loan Party in any Non-Loan Party consisting of contributions or other Dispositions of Equity Interests of Persons that are Non-Loan Parties;

(t) Investments in the amount of any Excluded Contribution to the extent Not Otherwise Applied;

(u) Investments by the Borrower or a Restricted Subsidiary in (i) Joint Ventures and (ii) Subsidiaries that are not Wholly Owned, in an aggregate amount, taken together with all other Investments made pursuant to this clause (u) since the First Amendment Effective Date, not to exceed the greater of C\$60,000,000 and 2.0% of Consolidated Total Assets determined at the time of such Investment (calculated on a Pro Forma Basis);

(v) the Caesar Acquisition;

(w) defined contribution pension scheme, unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable Laws;

(x) Investments in any Restricted Subsidiary in connection with reorganizations and related activities related to tax planning; *provided* that, after giving effect to any such reorganization and related activities, the security interest of the Collateral Agent in the Collateral, taken as a whole, is not materially impaired and after giving effect to such Investment, the Borrower shall otherwise be in compliance with Section 6.12;

(y) Investments consisting of the licensing or contribution of intellectual property or software pursuant to joint development, joint commercialization, joint marketing or other collaboration arrangements with other Persons;

(z) Investments consisting of, or to finance purchases and acquisitions of, inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property in the ordinary course of business;

(aa) Investments in any Subsidiary or any Joint Venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(bb) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(cc) [reserved];

(dd) the Original Transaction and Investments made to effect the Original Transaction;

(ee) the First Amendment Transactions and Investments made to effect the First Amendment Transactions; ~~and~~

(ff) Investments in an unlimited amount so long as on the earlier of the date on which the Investment is made and the date on which the definitive agreement governing the relevant Investment containing a legally binding commitment to make such Investment is made, immediately after giving effect thereto and the incurrence of any Indebtedness to be incurred in connection therewith, the Borrower shall be in compliance with a Total Net Leverage Ratio of equal to or less than 5.50:1.00 (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination; ~~and~~

(gg) Any Investment by the Initial Borrower or another Loan Party in a Special Purpose Finance Subsidiary which, in the judgement of the Initial Borrower, is prudent and reasonably necessary in connection with, or otherwise required by the terms of, any Permitted Receivables Facility, provided that the aggregate outstanding amount of such investment shall not, at any time, exceed an amount, together with the amount of any credit enhancement that may be provided by the Initial Borrower or a Loan Party contemplated by the definition of "Permitted Receivables Facility", equal to 25% of the value of the Permitted Securitization Transferred Assets.

For purposes of determining compliance with this Section 7.02, (x) an Investment need not be made solely by reference to one category of Investments described in clauses (a) through (ff) above but may be made under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that an Investment (or any portion thereof) meets the criteria of one or more of such categories of Investments described in clauses (a) through (ff) above, the Borrower, in its sole discretion, may classify or may subsequently reclassify at any time such Investment (or any portion thereof) in any manner that complies with this covenant; *provided* that (a) all Investments made under Section 7.02(f) shall at all times be justified in reliance only on the exception in Section 7.02(f) and (b) all Investments made under Section 7.02(t) shall at all times be justified in reliance only on the exception in Section 7.02(t).

For the avoidance of doubt, if an Investment constituting a purchase or acquisition of the type described in Section 7.02(i) (for this purposes, disregarding the requirements set forth in clauses (i) through (v) of Section 7.02(i)) is also permitted by any other provision of this Section 7.02, such Investment need not satisfy the requirements applicable to Permitted Acquisitions under Section 7.02(i) unless such Investments are consummated in reliance on Section 7.02(i) and the requirements of clause (ii) of Section 7.02(i) may also be satisfied in reliance on any other applicable provision of this Section 7.02.

Any Investment that exceeds the limits of any particular clause set forth above may be allocated amongst more than one of such clauses to permit the incurrence or holding of such Investment to the extent such excess is permitted as an Investment under such other clauses.

Section 7.03 Indebtedness. Create, incur or assume any Indebtedness other than:

(a) Indebtedness under the Loan Documents;

(b) (i) Indebtedness existing on or pursuant to binding commitments existing on the First Amendment Effective Date set forth on Schedule 7.03(b) and any Permitted Refinancing thereof and (ii) intercompany Indebtedness outstanding on the date hereof (after giving effect to the First Amendment Transactions) and any Permitted Refinancing thereof; *provided* that all such Indebtedness of any Loan Party owed to any Non-Loan Party shall be subordinated on terms no less favorable to the Lenders (as determined by the Borrower) than the subordination terms set forth in an Intercompany Note;

(c) Guarantees by the Borrower and the Restricted Subsidiaries in respect of Indebtedness or other obligations of the Borrower or any of the Restricted Subsidiaries otherwise permitted under this Agreement; *provided* that (A) no Guarantee by any Restricted Subsidiary of Indebtedness incurred pursuant to (1) any Junior Financing or (2) any Incremental Equivalent Debt or Refinancing Equivalent Debt (or, in the case of each of the preceding clauses (1) and (2), any Permitted Refinancing thereof) shall be permitted unless such Restricted Subsidiary shall have also provided a Guarantee of the Obligations substantially on the terms set forth in the Guaranty and (B) if the Indebtedness being Guaranteed is by its express terms subordinated to the Obligations, such Guarantee shall be subordinated to the Guaranty on terms, taken as a whole, at least as favorable to the Lenders, in all material respects, as those contained in the subordination provisions applicable to such Indebtedness;

(d) Indebtedness of the Borrower or any of the Restricted Subsidiaries owing to the Borrower or any other Restricted Subsidiary to the extent constituting an Investment permitted by Section 7.02; *provided* that all such Indebtedness of any Loan Party owed to any Non-Loan Party shall be subject to an Intercompany Note;

(e) (i) (x) Financing Lease Obligations relating to or arising out of any applicable transaction (including any sale-leaseback transaction) and (y) other Indebtedness (including Financing Leases) of the Borrower and the Restricted Subsidiaries financing the acquisition, lease, construction, design, repair, replacement or improvement of property (real or personal), equipment or other fixed or capital assets, so long as such Indebtedness is incurred substantially concurrently with, or no later than two hundred and seventy (270) days after, the applicable acquisition, lease, construction, repair, replacement or improvement (including any Assumed Indebtedness of the type described in this clause (i)); *provided* that the aggregate principal amount of such Indebtedness at any time outstanding pursuant to this clause (e) since the First Amendment Effective Date shall not exceed the greater of C\$145,000,000 and 5.0% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis) and (ii) any Permitted Refinancing of any Indebtedness incurred under Section 7.03(e)(i);

171

(f) Indebtedness in respect of Swap Contracts; *provided* that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of (i) limiting interest rate risk with respect to any Indebtedness permitted to be incurred hereunder, (ii) fixing or hedging currency exchange rate risk, or (iii) fixing or hedging commodity price risk with respect to any commodity purchases or sales, and not for purposes of speculation;

(g) (i) Indebtedness (x) of any Person that becomes a Restricted Subsidiary after the date hereof, which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary and is not incurred in contemplation of such Person becoming a Restricted Subsidiary, that is non-recourse to the Borrower or any Restricted Subsidiary ((A) other than any Subsidiary of such Person that is a Subsidiary on the date such Person becomes a Restricted Subsidiary and (B) excluding any guarantee by the Borrower or any Restricted Subsidiary otherwise permitted hereunder) and (y) of the Borrower or any Restricted Subsidiary assumed in connection with any Permitted Acquisition or other Investment not prohibited under this Agreement but not incurred in contemplation of such Permitted Acquisition or Investment (any such Indebtedness, “**Assumed Indebtedness**”) ; *provided* that, if after giving effect to all such Indebtedness, whether existing or assumed, the aggregate outstanding principal amount of existing Indebtedness of new Restricted Subsidiaries permitted under clause (g)(i)(x) (together with any Permitted Refinancing thereof incurred pursuant to clause (ii) below) plus the aggregate outstanding principal amount of Indebtedness assumed under clause (g)(i)(y) (together with any Permitted Refinancing thereof incurred pursuant to clause (ii) below) exceeds C\$5,000,000 determined at the time of incurrence or assumption of such Indebtedness (calculated on a Pro Forma Basis), then after giving Pro Forma Effect to such existing Indebtedness or the assumption of such Indebtedness, in each case, (I) if such Indebtedness is secured by Liens on a pari passu basis with the Obligations, the Total Net First Lien Leverage Ratio is less than or equal to either (x) 4.25:1.00 or (y) the Total Net First Lien Leverage Ratio immediately prior to giving Pro Forma Effect to such existing Indebtedness or the assumption of such Indebtedness, (II) if such Indebtedness is secured by Liens, the Total Net Senior Secured Leverage Ratio is less than or equal to either (x) 5.50:1.00 or (y) the Total Net Senior Secured Leverage Ratio immediately prior to giving Pro Forma Effect to such existing Indebtedness or the assumption of such Indebtedness or (III) if such Indebtedness is unsecured, either (A) the Fixed Charge Coverage Ratio is greater than or equal to either (x) 2.00:1.00 or (y) the Fixed Charge Coverage Ratio immediately prior to giving Pro Forma Effect to such existing Indebtedness or the assumption of such Indebtedness or (B) the Total Net Leverage Ratio is less than or equal to either (x) 6.75:1.00 or (y) the Total Net Leverage Ratio immediately prior to giving Pro Forma Effect to such existing Indebtedness or the assumption of such Indebtedness, in each case under subclauses (I) through (III), as of the last day of the most recently ended Test Period on or prior to the date of determination (calculated on a Pro Forma Basis); and (ii) any Permitted Refinancing of any Indebtedness permitted under this Section 7.03(g); *provided, further*, that the aggregate principal amount of any such Indebtedness of Restricted Subsidiaries that are Non-Loan Parties pursuant to this clause (g) since the First Amendment Effective Date would not exceed the greater of (A) C\$40,000,000 and (B) 1.2% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis);

172

(h) (i) Refinancing Equivalent Debt and (ii) any Permitted Refinancing of the foregoing;

(i) Indebtedness representing deferred compensation or similar arrangements to current, future or former officers, directors, employees, members of management or consultants of the Borrower (or any direct or indirect parent thereof) and the Restricted Subsidiaries;

(j) Indebtedness to future, present or former officers, directors, employees, members of management and consultants, their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses, former spouses, domestic partners and former domestic partners of the Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary to finance the purchase or redemption of Equity Interests of the Borrower (or any direct or indirect parent thereof) permitted by Section 7.06;

(k) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in any Permitted Acquisition, any other Investment not prohibited hereunder or any Disposition, in each case to the extent constituting obligations under noncompete agreements, consulting agreements, indemnification obligations or obligations in respect of purchase price (including earn-outs) or other similar deferred purchase price or arrangements or adjustments;

(l) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under incentive, non-compete, consulting or other similar arrangements (including as a result of the cancellation of vesting of options and other equity-based awards) with current, future or former officers, directors, employees, members of management and consultants incurred by such Person in connection with transactions consummated prior to the Closing Date, Permitted Acquisitions or any other Investment expressly permitted hereunder or not prohibited hereunder or Disposition of any business, assets or Subsidiary permitted hereunder;

(m) Indebtedness (i) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five (5) Business Days of its incurrence and (ii) consisting of Cash Management Obligations and other Indebtedness in respect of cash pooling arrangements, netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business and any Guarantees thereof;

(n) Indebtedness of the Borrower and the Restricted Subsidiaries in an aggregate principal amount at any time outstanding under this clause (n) since the First Amendment Effective Date not to exceed the greater of C\$240,000,000 and 60% of Consolidated EBITDA as of the last day of the most recently ended Test Period, in each case determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis) and, in the case of any Indebtedness incurred under this Section 7.03(n), any Permitted Refinancing in respect thereof;

(o) Indebtedness consisting of (i) the financing of insurance premiums in an amount not to exceed, at any time outstanding since the First Amendment Effective Date, the greater of C\$30,000,000 and 1.0% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis) or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(p) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business or consistent with past practice, including in respect of workers compensation, unemployment insurance and other social security legislation, health, disability or other employee benefits or property, casualty or liability insurance or other insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims or supporting the type of obligations described in Section 7.01(e), (f), or (ff) (whether or not such obligations are secured by a Lien);

(q) obligations (including in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments) in respect of bids, tenders, trade contracts, governmental contracts and leases, statutory obligations, surety, stay, customs, bid, and appeal bonds, performance and return of money bonds, performance and completion guarantees, agreements with utilities and other obligations of a like nature (including those to secure health, safety and environmental obligations);

(r) Indebtedness consisting of (i) Incremental Equivalent Debt or Permitted Ratio Debt and (ii) any Permitted Refinancing thereof;

(s) Indebtedness consisting of the Existing U.S. 2022 Notes, Existing U.S. 2023 Notes and Existing U.S. 2026 Notes and any Permitted Refinancing of the foregoing;

(t) Indebtedness incurred by a Restricted Subsidiary that is not a Guarantor which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this clause (t) and then outstanding since the First Amendment Effective Date, does not exceed the greater of (i) C\$45,000,000 and (ii) 1.5% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis);

(u) additional Indebtedness of the Borrower and its Restricted Subsidiaries to fund a Permitted Acquisition or Investment in an aggregate principal amount since the First Amendment Effective Date not to exceed at any time outstanding the greater of C\$130,000,000 and 4.0% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis); *provided* that no Event of Default shall be continuing at the time the relevant agreement with respect to such Permitted Acquisition or Investment is entered into;

(v) Indebtedness of any Restricted Subsidiary supported by a letter of credit in a principal amount not in excess of the stated amount of such letter of credit;

(w) unsecured Indebtedness in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; *provided* that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money;

(x) to the extent constituting Indebtedness, Guarantees, loans and advances in the ordinary course of business made to or of obligations of distributors, suppliers, customers, franchisees, franchisors, licensors and licensees of the Borrower and its Restricted Subsidiaries;

(y) Indebtedness under the Revolving Credit Agreement and any Permitted Refinancing thereof;

(z) Indebtedness among the Borrower and its Restricted Subsidiaries in connection with the Caesar Repo Transaction;

(aa) solely with respect to the Mortgages granted by the Loan Parties, guarantees arising under indemnity agreements to title insurers to cause such title insurer to issue to Collateral Agent mortgagee title insurance policies;

(bb) to the extent constituting Indebtedness, all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (aa) above; **and**

(cc) unsecured Indebtedness of the Borrower or any Restricted Subsidiary that are daylight loans that are incurred and repaid in full on the same date; **and**

(dd) Indebtedness of a Special Purpose Finance Subsidiary (to the extent such Subsidiary is not an Unrestricted Subsidiary) to the Receivables Financiers arising under or incidental to the Permitted Receivables Facilities; and to the extent that any purported sale, transfer or contribution of Permitted Securitization Transferred Assets from the Initial Borrower or any other Loan Party to a Special Purpose Finance Subsidiary shall ever be deemed not to constitute a true sale, any Indebtedness of the Initial Borrower and its Subsidiaries to the applicable Special Purpose Finance Subsidiary arising therefrom; provided that to the extent that the incurrence of such Indebtedness results in any mandatory repayment, redemption or repurchase by the Initial Borrower or any other Loan Party of the Term Loan or any other Indebtedness that is secured on a pari passu basis (but without regard to control of remedies) with the Obligations pursuant to the terms of the documentation governing or evidencing such Indebtedness (such Indebtedness required to be repaid, redeemed or repurchased or offered to be so repurchased, "Other Applicable Indebtedness") with the net proceeds of such Indebtedness, the Initial Borrower shall make a prepayment of the outstanding principal amount of the Loans on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Loans and Other Applicable Indebtedness at such time; provided further that the portion of such net proceeds of the Indebtedness (after deduction of out-of-pocket fees and expenses, if any,

applicable to the incurrence of such Indebtedness) allocated to the Other Applicable Indebtedness shall not exceed the amount of such net proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof.

For purposes of determining compliance with this Section 7.03, in the event that an item of Indebtedness (or any portion thereof) at any time, whether at the time of incurrence or upon the application of all or a portion of the proceeds thereof or subsequently, meets the criteria of more than one of the categories of Indebtedness described above in Sections 7.03(a) through (cc) (including, for the avoidance of doubt, any separate category of the definition of Available Incremental Amount), the Borrower, in its sole discretion, may classify or subsequently reclassify (or later divide, classify or reclassify) such item of Indebtedness (or any portion thereof) in any one or more of the types of Indebtedness described in Sections 7.03(a) through (cc) in any manner that complies with this covenant; *provided* that (a) all Indebtedness outstanding under the Loan Documents shall at all times be deemed to be outstanding in reliance only on the exception in Section 7.03(a), (b) all Indebtedness described on Schedule 7.03(b) and any Permitted Refinancing in respect thereof shall at all times be deemed to be outstanding in reliance only on the exception in Section 7.03(b)(i), (c) in no circumstances shall any Indebtedness owing to the Borrower or any of its Restricted Subsidiaries be classified under Section 7.03(g), (d) Refinancing Equivalent Debt and any Permitted Refinancing in respect thereof will at all times be deemed to be outstanding in reliance only on the exception in Section 7.03(h), (e) Incremental Equivalent Debt and any Permitted Refinancing in respect thereof shall at all times be deemed to be outstanding in reliance only on the exception in Section 7.03(r) and (f) no Indebtedness may be reclassified as having been incurred under clauses (g) or (h) above.

The accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Indebtedness, the payment of dividends on Disqualified Equity Interests in the form of additional shares of Disqualified Equity Interests, accretion or amortization of OID or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.03. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the accreted value thereof on such date.

Notwithstanding the above, if any Indebtedness is incurred as Permitted Refinancing Indebtedness originally incurred pursuant to this Section 7.03, and such Permitted Refinancing Indebtedness would cause any applicable Canadian Dollar-denominated, Consolidated Total Assets or financial ratio restriction contained in this Section 7.03 to be exceeded if calculated on the date of such Permitted Refinancing, such Canadian Dollar-denominated, Consolidated Total Assets or financial ratio restriction, as applicable, shall be deemed not to have been exceeded so long as the principal amount of such Permitted Refinancing Indebtedness is permitted to be incurred pursuant to the definition of “Permitted Refinancing.”

Section 7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate or amalgamate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Restricted Subsidiary may merge or consolidate with or into (i) the Borrower (including a merger, the purpose of which is to reorganize the Borrower into a new jurisdiction); *provided* that (x) the Borrower shall be the continuing or surviving Person or the continuing or surviving Person shall expressly assume the obligations of the Borrower under the Loan Documents and (y) such merger or consolidation does not result in the Borrower ceasing to be organized under the Laws of the United States, any state thereof or the District of Columbia or Canada or any province thereof or (ii) any one or more other Restricted Subsidiaries; *provided* that when any Non-Loan Party is merging with a Loan Party, a Loan Party shall be the continuing or surviving Person or the continuing or surviving Person shall become a Loan Party or, to the extent constituting an Investment, such Investment must be permitted by Section 7.02 (other than Section 7.02(e));

(b) (i) any merger the sole purpose of which is to reincorporate, reorganize or continue any Non-Loan Party in another jurisdiction, subject to compliance with the requirements of Section 6.12, (ii) any Restricted Subsidiary may liquidate, dissolve or wind-up or change its legal form if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Restricted Subsidiaries and is not materially disadvantageous to the Lenders and (iii) the Borrower or any Restricted Subsidiary may merge, amalgamate or consolidate with any other Person in order to effect a Permitted Acquisition or other Investment permitted by Section 7.02; *provided* that the surviving entity shall be subject to the requirements of Section 6.12 (to the extent applicable); *provided, further*, that if any of the transactions contemplated in this clause (b) involve the Borrower, the provisions of Section 7.04(d) applicable to the Borrower shall be satisfied;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, wind-up or otherwise) to the Borrower or another Restricted Subsidiary; *provided* that if the transferor in such a transaction is a Loan Party, then (i) the transferee must be a Loan Party or (ii) the Investment in such transferee as a result of such Disposition must be a permitted Investment in accordance with Section 7.02 (other than Section 7.02(e)) or such Disposition is permitted by Section 7.05 (other than Section 7.05(e));

(d) so long as no Event of Default exists or would result therefrom, the Borrower may (i) merge, amalgamate or consolidate with or into any other Person; *provided* that (x) the Borrower shall be the continuing or surviving corporation or the continuing or surviving Person shall expressly assume the obligations of the Borrower under the Loan Documents in a manner reasonably acceptable to the Administrative Agent (including with respect to the satisfaction of customary PATRIOT Act requirements) and (y) such merger, amalgamation or consolidation does not result in the Borrower ceasing to be organized or existing under the Laws of the United States, any state thereof, the District of Columbia or any territory thereof, or Canada or any province thereof, or (ii) change its legal form if the Borrower determines that such action is in its best interests and makes such change in a manner reasonably acceptable to the Administrative Agent (including with respect to the continued perfection of Liens and satisfaction of customary PATRIOT Act requirements);

(e) the First Amendment Transactions may be consummated;

(f) any Restricted Subsidiary may merge, amalgamate or consolidate with any other Person in order to effect an Investment permitted pursuant to Section 7.02 (other than Section 7.02(e));

(g) [reserved]; and

(h) a merger, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 7.05 (other than Section 7.05(e)).

Section 7.05 Dispositions. Make any Disposition, except:

(a) Dispositions of obsolete, damaged, worn out, used or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Restricted Subsidiaries;

(b) Dispositions of (i) inventory and (ii) equipment and goods held for sale in the ordinary course of business;

(c) (i) any exchange or swap of assets, or lease, assignment or sublease of any real property or personal property for like property for use in a business not in contravention with Section 6.19 and (ii) Dispositions of property to the extent that (x) such property is exchanged for credit against the purchase price of similar replacement property or (y) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property among the Borrower and the Restricted Subsidiaries; *provided* that if the transferor of such property is a Loan Party (i) the transferee thereof must be a Loan Party, or if it is a newly incorporated entity, such transferee must become a Loan Party (or amalgamate with a Loan Party) within thirty (30) days of such Disposition, (ii) the Investment arising from such Disposition must be a permitted Investment in accordance with Section 7.02 (other than Section 7.02(e)) or (iii) the consideration paid in connection therewith shall be cash or Cash Equivalents paid contemporaneous with the consummation of the transaction and the aggregate fair market value (as determined in good faith by the Borrower) of the property sold, leased, licensed, transferred or otherwise disposed by Loan Parties to Non-Loan Parties in reliance of this clause (d)(iii) in any fiscal year shall not exceed C\$10,000,000;

(e) Dispositions permitted by Section 7.02 (other than Section 7.02(e)), Section 7.04 (other than Section 7.04(c) or (h)), Section 7.06 (other Section 7.06(d)) and Section 7.12 and Liens permitted by Section 7.01 (other than Section 7.01(m)(ii));

(f) Dispositions with respect to property built or acquired by the Borrower or any Restricted Subsidiary after the Closing Date, including pursuant to sale-leaseback transactions; *provided* that, the Net Cash Proceeds thereof are applied in accordance with Section 2.05(b)(ii);

(g) Dispositions of (i) Cash Equivalents and (ii) other current assets that were Cash Equivalents when the original Investment in such assets was made and which thereafter fail to satisfy the definition of Cash Equivalents;

(h) leases, subleases, licenses or sublicenses (including non-exclusive licenses or non-exclusive sublicenses of IP Rights or software, including the provision of software under an open source license, but excluding licenses of IP Rights tantamount to a sale, material exclusive licenses of IP Rights and material exclusive sublicenses of IP Rights), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(i) Dispositions of property subject to Casualty Events;

(j) Dispositions of property not otherwise permitted under this Section 7.05; *provided* that (i) at the time of such Disposition (other than any such Disposition made pursuant to a commitment entered into at a time when no Event of Default exists), no Event of Default shall exist or would result from such Disposition and (ii) with respect to any Disposition pursuant to this clause (j) for a purchase price in excess of C\$15,000,000, the Borrower or any of the Restricted Subsidiaries shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (in each case, free and clear of all Liens, other than Liens permitted by Section 7.01); *provided*, however, that for the purposes of this clause (ii), (A) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto) of the Borrower or such Restricted Subsidiary that (i) are assumed by the transferee with respect to the applicable Disposition, (ii) for which the Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing or (iii) are otherwise cancelled or terminated in connection with the transaction with such transferee (other than intercompany debt owed to the Borrower or its Restricted Subsidiaries), (B) any securities, notes or other obligations or assets received by the Borrower or such Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within one hundred and eighty (180) days following the closing of the applicable Disposition and (C) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value as determined by the Borrower in good faith, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (C) that is at that time outstanding since the First Amendment Effective Date, not in excess of the greater of (i) C\$30,000,000 and (ii) 1.2% of Consolidated Total Assets determined at the time of incurrence of such Disposition (calculated on a Pro Forma Basis), with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash;

(k) Dispositions of Investments in Joint Ventures or any Subsidiary that is not Wholly Owned to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture or similar parties set forth in joint venture arrangements and/or similar binding arrangements;

(l) Dispositions of accounts receivable in connection with the collection, compromise or settlement thereof or in bankruptcy or similar proceedings;

(m) any issuance or sale of Equity Interests in, or sale of Indebtedness or other securities of, an Unrestricted Subsidiary;

(n) to the extent allowable under Section 1031 of the Code (or comparable provision of Law of any foreign jurisdiction and, in each case, any successor provision), any exchange of like property for use in any business conducted by the Borrower or any of the Restricted Subsidiaries that is not in contravention of Section 6.19;

(o) the unwinding of any Cash Management Obligations or Swap Contract;

(p) sales or other dispositions by the Borrower or any Restricted Subsidiary of assets in connection with the closing or sale of an office, facility or other location in the ordinary course of business of the Borrower and the Restricted Subsidiaries, which consist of leasehold interests in the premises of such office, facility or other location, the equipment and fixtures located at such premises and the books and records relating exclusively and directly to the operations of such office, facility or other location; *provided* that as to each and all such sales and closings, (A) no Event of Default shall result therefrom and (B) such sale shall be on commercially reasonable prices and term in a *bona fide* arm's length transaction;

(q) the lapse or abandonment (including failure to maintain) in the ordinary course of business of any registrations or applications for registration of any (i) intellectual property rights that are not necessary or desirable in the conduct of the business of the Borrower or any Restricted Subsidiaries, or (ii) immaterial intellectual property rights that in the good faith determination of the Borrower are no longer economically practicable or commercially desirable to maintain or use in the business of the Borrower and the Restricted Subsidiaries (taken as a whole);

(r) any Disposition (i) arising from foreclosure, casualty, condemnation, expropriation or any similar action or transfers by reason of eminent domain with respect to any property or other asset of the Borrower or any of its Restricted Subsidiaries or (ii) by reason of the exercise of termination rights under any lease, sublease, license, sublicense, concession or other agreement;

(s) any surrender or waiver of contractual rights or the settlement, release, recovery on or surrender of contractual rights or other claims of any kind;

(t) the discount of accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable or Investments permitted under this Agreement, in each case in connection with the collection or compromise thereof;

(u) any Disposition of assets of the Borrower or any Restricted Subsidiary or sale or issuance of Equity Interests of any Restricted Subsidiary, which assets or Equity Interests so Disposed have an aggregate fair market value (as determined in good faith by the Borrower) of less than C\$10,000,000 in the aggregate for any fiscal year;

(v) any grant in the ordinary course of business of (i) any non-exclusive license of patents, trademarks, software, know-how, copyrights, or any other intellectual property rights, including, but not limited to, grants of franchises or non-exclusive licenses, franchise or non-exclusive license master agreements and/or area development agreements, or (ii) any Permitted Exclusive License;

(w) Dispositions contemplated on the First Amendment Effective Date and set forth on Schedule 7.05(w);

(x) Dispositions required to be made to comply with the order of any Governmental Authority or applicable Laws;

(y) [reserved];

(z) Dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, members of management, employees or consultants;

(aa) [reserved];

(bb) de minimis amounts of equipment provided to employees;

(cc) the Borrower and any Restricted Subsidiary may (i) convert any intercompany Indebtedness to Equity Interests; (ii) settle, discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by the Borrower or any Restricted Subsidiary and (iii) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, directors, officers or employees of the Borrower (or any direct or indirect parent thereof) or any Subsidiary or any of their successors or assigns; ~~and~~

(dd) Dispositions in the nature of asset swaps conducted on an arms-length basis with *bona fide* third parties unaffiliated with a Borrower or any Affiliate of a Borrower; *provided*, that no such asset swap may be made at any time that a Specified Default has occurred and is continuing; and

(ee) Dispositions of Permitted Securitization Transferred Assets pursuant to any Permitted Receivables Facility, *provided* that (i) to the extent that such Disposition results in any mandatory repayment, redemption or repurchase by the Initial Borrower or any Loan Party of Other Applicable Indebtedness, the Initial Borrower shall make a prepayment of the outstanding principal amount of the Loans on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Loans and Other Applicable Indebtedness at such time; provided that the portion of the net proceeds of any Disposition permitted hereunder (after deduction of out-of-pocket fees and expenses and Taxes, if applicable, to such Disposition) allocated to the Other Applicable Indebtedness shall not exceed the amount of such net proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof; and (ii) the Initial Borrower or a Loan Party shall receive net proceeds in the form of Cash or Cash Equivalents representing at least 75% of the value of the Permitted Securitization Transferred Assets as consideration for the sale, conveyance or other contribution thereof to the Special Purpose Finance Subsidiary.

provided that any Disposition of any property pursuant to Section 7.05(b), (c), (d)(iii), (f), (i), (j) and (dd), shall be for no less than the fair market value of such property at the time of such Disposition as determined by the Borrower in good faith. To the extent any Collateral is Disposed of as permitted by this Section 7.05 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Collateral Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Section 7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrower and to the other Restricted Subsidiaries (and, in the case of a Restricted Payment by a non-Wholly Owned Restricted Subsidiary, to the Borrower and any other Restricted Subsidiaries and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests);

(b) the Borrower and each of the Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in the Equity Interests (other than Disqualified Equity Interests) of the Borrower;

(c) so long as immediately after giving effect to such Restricted Payment, (i) for all Restricted Payments made pursuant to this Section 7.06(c) in excess of C\$55,000,000 which are attributable to clause (b) of the Available Amount, the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination is greater than or equal to 2.00:1.00 and (ii) for all Restricted Payments made pursuant to this Section 7.06(c) no Specified Default shall have occurred and be continuing or would result therefrom, in each case the Borrower and the Restricted Subsidiaries may make Restricted Payments in an amount not to exceed the Available Amount immediately prior to the time of the making of such Restricted Payment;

(d) to the extent constituting Restricted Payments, the Borrower and the Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 7.02 (other than Section 7.02(e) and 7.02(m)), Section 7.03, Section 7.04, Section 7.05 (other than Section 7.05(e)) or Section 7.08 (other than Section 7.08(i) and 7.08(m)(ii));

(e) redemptions, repurchases, retirements or other acquisitions of Equity Interests in the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights if such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(f) the Borrower and the Restricted Subsidiaries may pay (or make Restricted Payments to allow any direct or indirect parent thereof to pay, so long as in the case of any payment in respect of Equity Interests of any direct or indirect parent of the Borrower, the amount of such Restricted Payment is directly attributable to the Equity Interests of the Borrower owned directly or indirectly by such parent) for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of the Borrower (or such direct or indirect parent thereof) held by any future, present or former officers, directors, employees, members of management and consultants (or their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses, former spouses, domestic partners and former domestic partners) of the Borrower (or any direct or indirect parent of the Borrower) or any of its Restricted Subsidiaries in connection with the death, disability, retirement or termination of employment or service of any such Person (or a breach of any non-compete or other restrictive covenant or confidentiality obligations of any such Person at any time after such Person's disability, retirement or termination of employment or service) in an aggregate amount after the First Amendment Effective Date, together with the aggregate amount of loans and advances to the Borrower made pursuant to Section 7.02(m) in lieu of Restricted Payments permitted by this clause (f), not to exceed the greater of (w) C\$35,000,000 and (x) 1.1% of Consolidated Total Assets (calculated on a Pro Forma Basis) in the aggregate in any calendar year (it being understood that any unused amounts in any calendar year may be carried over to the immediately succeeding three calendar years); *provided* that such amount in any calendar year may be increased by an amount not to exceed (y) the cash proceeds received by the Borrower or any of the Restricted Subsidiaries from the sale of Equity Interests (other than Disqualified Equity Interests, Excluded Contributions or amounts that increased the Available Amount) of the Borrower or any direct or indirect parent of the Borrower (to the extent contributed to the Borrower) to any future, present or former employee, officer, director, member of management or consultant (or the estates, executors, administrators, heirs, family members, legatees, distributees, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Borrower or any of its Subsidiaries or any direct or indirect parent of the Borrower that occurs after the Closing Date, plus (z) the cash proceeds of key man life insurance policies received by the Borrower or the Restricted Subsidiaries after the Closing Date; *provided, further*, that (1) the Borrower may elect to apply all or any portion of the aggregate increase contemplated by clauses (y) and (z) above in any calendar year and (2) cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from any future, present or former employee, officer, director, member of management or consultant (or the estates, executors, administrators, heirs, family members, legatees, distributees, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Borrower or any direct or indirect parent thereof or any Subsidiary thereof in connection with a repurchase of Equity Interests of the Borrower or any direct or indirect parent thereof will not be deemed to constitute a Restricted Payment for purposes of this Section 7.06 or any other provision of this Agreement;

(g) the Borrower and the Restricted Subsidiaries may make Restricted Payments to any direct or indirect parent of the Borrower:

(i) the proceeds of which shall be used to pay (or make Restricted Payments to allow any direct or indirect parent thereof to pay) operating costs and expenses of such Persons incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties), which are reasonable and customary and incurred in the ordinary course of business, attributable to the ownership or operations of the Borrower and its Restricted Subsidiaries;

(ii) the proceeds of which shall be used to pay (or make Restricted Payments to allow any direct or indirect parent thereof to pay) franchise and similar Taxes, and other fees and expenses, required to maintain its (or any of such direct or indirect parent's) corporate or legal existence;

(iii) to finance any Investment permitted to be made pursuant to Section 7.02; *provided* that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (B) such Persons shall, promptly following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Restricted Subsidiary or (2) the merger, amalgamation, consolidation or sale of all or substantially all assets (to the extent permitted in Section 7.04) of the Person formed in order to consummate such Investment or acquired pursuant to such Investment, as applicable, into or to, as applicable, the Borrower or a Restricted Subsidiary, in each case, in accordance with the requirements of Section 6.12 and Section 7.02;

(iv) the proceeds of which shall be used to pay (or make Restricted Payments to allow any direct or indirect parent thereof to pay) fees and expenses related to any equity or debt offering permitted by this Agreement (whether or not successful);

(v) the proceeds of which (A) shall be used to pay customary salary, bonus, severance and other benefits payable to, and indemnities provided on behalf of, directors, officers, employees, members of management and consultants of such Persons and any payroll, social security or similar taxes in connection therewith to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries or (B) shall be used to make payments permitted under Section 7.08(c)(i), (e), (g), (h), (j), (k), (l), (m), (n), (o), (p), (r), (t), (w) and (y) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Restricted Subsidiary);

(vi) the proceeds of which will be used to make payments due or expected to be due to cover social security, Medicare, employment insurance, statutory pension plan, withholding and other taxes payable and other remittances to Governmental Authorities in connection with any management equity plan or stock option plan or any other management or employee benefit plan or agreement of such Persons or to make any other payment that would, if made by the Borrower or any Restricted Subsidiary, be permitted under this Agreement;

(vii) the proceeds of which shall be used to pay cash, in lieu of issuing fractional shares, in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of such Persons; and

(viii) for any taxable period for which the Borrower and/or any of its Subsidiaries are members of a consolidated, combined or similar income Tax group for Tax purposes of which a direct or indirect parent of Borrower is the common parent (a “**Tax Group**”), the proceeds of which are necessary to permit the common parent of such Tax Group to pay the portion of any income Tax of such Tax Group for such taxable period that are attributable to the income of Borrower and/or its Subsidiaries; *provided* that (A) the amount of such Restricted Payments for any taxable period shall not exceed that amount of such Taxes that Borrower and/or its Subsidiaries, as applicable, would have paid had Borrower and/or its applicable Subsidiaries, as applicable, been a stand-alone taxpayer (or a stand-alone group) for all applicable tax years and (B) the amount of such Restricted Payments in respect of an Unrestricted Subsidiary shall be permitted only to the extent that cash distributions were made by such Unrestricted Subsidiary to Borrower or any of its Restricted Subsidiaries for such purpose;

(h) the Borrower or any of the Restricted Subsidiaries may pay cash (or make Restricted Payments to any direct or indirect parent the proceeds of which shall be used to enable it to pay cash) in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof, any Permitted Acquisition or any exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests;

(i) redemptions, repurchases, retirements or other acquisitions of Equity Interests (i) deemed to occur on the exercise of options by the delivery of Equity Interests in satisfaction of the exercise price of such options or (ii) in consideration of withholding or similar taxes payable by any future, present or former officer, employee, director, member of management or consultant (or their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses, former spouses, domestic partners and former domestic partners), including deemed repurchases in connection with the exercise of stock options and any cash payment in respect of amounts described in the foregoing clause (ii);

(j) in addition to the foregoing Restricted Payments and so long as no Event of Default shall have occurred and be continuing or would result therefrom, the Borrower and the Restricted Subsidiaries may make additional Restricted Payments in an aggregate amount since the First Amendment Effective Date not to exceed the greater of (i) C\$50,000,000 and (ii) 1.5% of Consolidated Total Assets determined at the time of incurrence of such Indebtedness (calculated on a Pro Forma Basis) plus additional unlimited amounts so long as immediately after giving effect to any such additional unlimited amounts of Restricted Payment, the Total Net Leverage Ratio (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period on or prior to the date of determination is less than or equal to 5.00:1.00;

(k) after a Qualifying IPO, the declaration and payment of dividends on the Borrower’s common stock (and the Borrower and its restricted Subsidiaries may pay dividends to any of its parents to permit such parent to pay such dividends), in the aggregate in any calendar year of up to the sum of (i) 6.00% of the Net Cash Proceeds received by or contributed to the Borrower or a Restricted Subsidiary in or from any such Qualifying IPO and (ii) 6.00% of the market capitalization of the Borrower at the time of such Qualifying IPO;

- (l) Restricted Payments that are made with Excluded Contributions to the extent Not Otherwise Applied;
- (m) the distribution, by dividend or otherwise, of shares of capital stock of, or Indebtedness owed to the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are cash and Cash Equivalents);
- (n) Restricted Payments to satisfy appraisal or other dissenters' rights, pursuant to or in connection with a consolidation, amalgamation, merger, transfer of assets or acquisition that complies with Section 7.02 or Section 7.04;
- (o) redemptions in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; *provided* that such new Equity Interests contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby; *provided, further*, that such amounts are not included in Excluded Contributions.
- (p) the Original Transaction and Restricted Payments made to effect the Original Transaction;
- (q) the making of any Restricted Payment within sixty (60) days after the date of declaration thereof, if at the date of such declaration such Restricted Payment would have complied with another provision of this Section 7.06; *provided* that the making of such Restricted Payment will reduce capacity for Restricted Payments pursuant to such other provision when so made; and
- (r) the First Amendment Transactions and Restricted Payments made to effect the First Amendment Transactions and pay fees and expenses related thereto (including Restricted Payments made (A) to holders of restricted stock or performance stock units as provided by the First Amendment Transaction Agreement and (B) in order to satisfy indemnity and other similar obligations under the First Amendment Transaction Agreement).

Section 7.07 Changes in Fiscal Periods. Make any change in fiscal year; provided, however, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, involving aggregate consideration since the First Amendment Effective Date in excess of C\$20,000,000, other than:

- (a) transactions between or among the Borrower and/or one or more of the Restricted Subsidiaries or any entity that becomes a Restricted Subsidiary as a result of such transaction;
- (b) transactions on terms substantially as favorable to the Borrower or such Restricted Subsidiary as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate;

- (c) (i) the Original Transaction and the payment of fees and expenses (including the Original Transaction Expenses) related to the Original Transaction and (ii) the existence of, or the performance by the Borrower or any Restricted Subsidiary of its obligations under the terms of, any stockholders (or similar) agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Closing Date, and any transaction, agreement or arrangement described in this Agreement and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by the Borrower or any Restricted Subsidiary of its obligations under, any future amendment to any such existing transaction, agreement or arrangement or under any similar transaction, agreement or arrangement entered into after the Closing Date shall only be permitted by this clause (ii) to the extent that the terms of any such amended

existing transaction, agreement or arrangement, taken as a whole, or new transaction, agreement or arrangement are not otherwise more disadvantageous to the Lenders in any material respect (as determined in good faith by the Borrower) than the original transaction, agreement or arrangement as in effect on the Closing Date;

(d) (i) the First Amendment Transactions and the payment of fees and expenses (including the First Amendment Transaction Expenses) related to the First Amendment Transactions and (ii) the existence of, or the performance by the Borrower or any Restricted Subsidiary of its obligations under the terms of, any stockholders (or similar) agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of First Amendment Effective Date, and any transaction, agreement or arrangement described in this Agreement and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by the Borrower or any Restricted Subsidiary of its obligations under, any future amendment to any such existing transaction, agreement or arrangement or under any similar transaction, agreement or arrangement entered into after the First Amendment Effective Date shall only be permitted by this clause (ii) to the extent that the terms of any such amended existing transaction, agreement or arrangement, taken as a whole, or new transaction, agreement or arrangement are not otherwise more disadvantageous to the Lenders in any material respect (as determined in good faith by the Borrower) than the original transaction, agreement or arrangement as in effect on the First Amendment Effective Date;

(e) employment and severance arrangements between the Borrower and the Restricted Subsidiaries and their respective directors, officers, employees, members of management or consultants in the ordinary course of business and transactions pursuant to housing loan programs, stock option or purchase plans and employee benefit plans and similar arrangements;

(f) non-exclusive licensing of patents, trademarks, software, know-how, copyrights or other IP Rights or Permitted Exclusive Licenses in the ordinary course of business to permit the commercial exploitation of IP Rights;

(g) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, future, present or former directors, officers, employees, members of management and consultants of the Borrower and the Restricted Subsidiaries or any direct or indirect parent of the Borrower in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries;

186

(h) any agreement, instrument or arrangement as in effect as of the First Amendment Effective Date and set forth on Schedule 7.08, or any amendment thereto (so long as any such amendment, taken as a whole, is not more disadvantageous to the Lenders in any material respect (as determined in good faith by the Borrower) as compared to the applicable agreement as in effect on the Closing Date);

(i) Restricted Payments permitted under Section 7.06;

(j) payments by the Borrower and any of the Restricted Subsidiaries (including related indemnities and expense reimbursements) made for any transaction or financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with financings, acquisitions or divestitures), which payments are approved by a majority of the disinterested members of the board of directors (or comparable governing body or managers) of the Borrower in good faith (which, for the avoidance of doubt, may include payments to one or more of the Equity Sponsor);

(k) transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (b) of this Section 7.08;

(l) the issuance or transfer of Equity Interests (other than Disqualified Equity Interests) of the Borrower or any of its Subsidiaries to any Permitted Holder or to any former, current or future director, officer, employee, member of management or consultant (or their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses, former spouses, domestic partners and former domestic partners) of the Borrower, or any Subsidiary or any direct or indirect parent of any of the foregoing thereof to the extent otherwise permitted by this Agreement and to the extent such issuance or transfer would not give rise to a Change of Control;

(m) (i) investments by the Permitted Holders in securities of any of the Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by the Permitted Holders in connection therewith) so long as the investment is being offered

generally to other investors on the same or more favorable terms and (ii) to the extent permitted under Section 7.06, payments to the Permitted Holders in respect of securities or loans of the any Restricted Subsidiaries contemplated in the foregoing subclause (i) or that were acquired from Persons other than the Borrower and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans;

(n) payments to or from, and transactions with, Joint Ventures (to the extent any such Joint Venture is only an Affiliate as a result of Investments by the Borrower and the Restricted Subsidiaries in such Joint Venture) or non-Wholly Owned Subsidiaries that are Restricted Subsidiaries in the ordinary course of business, in each case to the extent otherwise permitted under Section 7.02;

(o) the payment of reasonable out-of-pocket costs and expenses relating to registration rights and indemnities provided to equity holders of the Borrower or any direct or indirect parent thereof;

(p) payments or loans (or cancellation of loans) or advances to employees, officers, directors, members of management or consultants (or the estates, executors, administrators, heirs, family members, legatees, distributees, spouse, former spouse, domestic partner or former domestic partner or any of the foregoing) of the Borrower or any of its Restricted Subsidiaries or any direct or indirect parent companies of the Borrower and employment agreements, consulting arrangements, severance arrangements, stock option plans and other similar arrangements with such employees, officers, directors, members of management or consultants (or the estates, executors, administrators, heirs, family members, legatees, distributees, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing);

(q) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Borrower and its Restricted Subsidiaries, in the good faith determination of the board of directors or comparable governing body or managers or senior management of the Borrower or any of its Restricted Subsidiaries, or are in terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(r) the entering into of any tax sharing agreement or arrangement to the extent payments under such agreement or arrangement would otherwise be permitted under Section 7.06(g)(viii);

(s) any contribution to the capital of the Borrower or any of its Restricted Subsidiaries;

(t) transactions permitted under Section 7.04 and/or Section 7.05 solely for the purpose of reincorporating the Borrower in a new jurisdiction;

(u) transactions between the Borrower or any Restricted Subsidiary and any Person, a director of which is also a director of the Borrower or any Restricted Subsidiary or any direct or indirect parent of the Borrower; *provided, however*, that such director abstains from voting as a director of the Borrower or any Restricted Subsidiary or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(v) the formation and maintenance of any consolidated, combined or unitary group or subgroup for tax (subject to the limitation in Section 7.06(g)(viii)), accounting or cash pooling or management purposes in the ordinary course of business;

(w) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the board of directors (or any equivalent body) of the Borrower or any Restricted Subsidiary or any direct or indirect parent of the Borrower, as appropriate, in good faith;

(x) [reserved]; and

(y) transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of the Borrower or any of its Restricted Subsidiaries and not for the purpose of circumventing any covenant set forth in this Agreement and which are not materially adverse to the Lenders.

Section 7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that limits the ability of (a) any Non-Loan Party to make Restricted Payments to (directly or indirectly) or to make or repay loans or advances to any Loan Party or (b) any Loan Party to create, incur, assume or suffer to exist Liens on property of such Person for the benefit of the Lenders with respect to any Facility and the Obligations under the Loan Documents; *provided* that the foregoing clauses (a) and (b) shall not apply to Contractual Obligations that:

(a) (x) exist on the date hereof and (y) to the extent set forth in an agreement governing or evidencing Indebtedness, are set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing does not materially expand the scope of such Contractual Obligation;

(b) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary becomes or is designated as a Restricted Subsidiary, so long as such Contractual Obligations were not entered into in contemplation of such Person becoming a Restricted Subsidiary;

(c) are imposed by agreements governing or evidencing Indebtedness of a Non-Loan Party that is permitted by Section 7.03;

(d) are required, by or pursuant to, applicable Laws and/or imposed by a Governmental Authority or pursuant to any enforcement action by any Governmental Authority;

(e) are customary restrictions that arise in connection with (x) any Lien permitted by Sections 7.01(a), (i), (j), (l), (m), (o), (r), (t), (u), (x), (y), (z), (aa), (bb), (dd), (ee), (ff), (gg), (hh), (ii), (jj), (mm), or (nn) or any document in connection therewith; *provided* that such restriction relates only to the property subject to such Lien or (y) any Disposition permitted by Section 7.05 applicable pending such Disposition solely to the assets subject to such Disposition;

(f) are customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures and non-Wholly Owned Subsidiaries permitted under Section 7.02 and applicable solely to such Person entered into in the ordinary course of business;

(g) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 7.03 but solely to the extent any negative pledge relates to the specific property financed by or the subject of such Indebtedness and the proceeds and products thereof;

(h) are customary restrictions on leases, subleases, licenses, sublicenses, Equity Interests, or asset sale agreements and other similar agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto;

(i) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted pursuant to Sections 7.03(b), (c), (e), (g), (h), (k), (m), (n), (o)(i), (p), (q), (r), (s), (t), (u) or (y);

(j) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of any Restricted Subsidiary;

(k) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(l) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(m) are customary restrictions in any documentation governing any Incremental Equivalent Debt or any Refinancing Equivalent Debt;

(n) arise in connection with cash or other deposits permitted under Section 7.01;

(o) comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.03 that are, at the time such agreement is entered into, taken as a whole, in the good faith judgment of the Borrower, not materially more restrictive with respect to the Borrower or any Restricted Subsidiary than (x) customary market terms for Indebtedness of such type or (y) the restrictions contained in this Agreement, so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability of the Loan Parties to make any payments or grant any Liens required hereunder;

(p) apply by reason of any applicable Laws or are required by any Governmental Authority having jurisdiction over the Borrower's or any Restricted Subsidiary's status (or the status of any Subsidiary of such Restricted Subsidiary) as a Captive Insurance Subsidiary;

(q) are contracts or agreements for the sale or Disposition of assets, including any restriction with respect to a Subsidiary imposed pursuant to an agreement entered into for the sale or Disposition of the Equity Interests or assets of such Subsidiary;

(r) comprise restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; or

(s) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (r) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are (x) permitted hereunder or under any other Loan Document, (y) on customary market terms for contracts, obligations or instruments of such type or (z) in the good faith judgment of the Borrower, no more restrictive in any material respect with respect to such restrictions than those contained in such contracts, instruments or obligations prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 7.10 Negative Pledge. Unless otherwise agreed to by the Administrative Agent, 1994439 Alberta ULC will not create or incur any Lien on any preferred stock issued by GFL Holdco (US), LLC, whether now owned or hereafter acquired, or upon any income or profits therefrom, in order to secure any of the Borrower's Indebtedness or that of any of its Subsidiaries.

Section 7.11 [Reserved].

Section 7.12 Prepayments, Etc. of Indebtedness; Certain Amendments. (a) Prepay or redeem, purchase, defease, retire, extinguish or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled principal, interest, mandatory prepayments, mandatory redemptions and offers to purchase, fees, expenses and indemnification obligations and any AHYDO Catch-Up Payments shall be permitted) any Indebtedness of the Borrower or any Subsidiary Guarantor of the type described in clause (a) of the definition of "Indebtedness" (other than Indebtedness designated by the Borrower with an aggregate principal amount not to exceed C\$40,000,000 for all Indebtedness so designated since the First Amendment Effective Date) that is contractually subordinated in right of payment to the Obligations or secured by Liens that are contractually subordinated to the Liens securing the Obligations, in each case, expressly by its terms (other than Indebtedness between or among the Borrower or any of its Subsidiaries) (collectively, "**Junior Financing**"), except (i) the refinancing or replacement thereof with the Net Cash Proceeds of, or in exchange for, any Indebtedness constituting a Permitted Refinancing thereof, (ii) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of any Junior Financing in exchange for, or out of the proceeds of, the substantially concurrent sale of, Equity Interests of the Borrower (or any direct or indirect parent of the Borrower) or contributions to the equity capital of the Borrower (in each case other than any Disqualified Equity Interests, Excluded Contributions, or amounts that increased the Available Amount), (iii) the prepayment of Indebtedness of the Borrower or any Restricted Subsidiary owed to the Borrower or a Restricted Subsidiary and not in violation of any applicable subordination terms or the prepayment of any other Junior Financing with the proceeds of any Permitted Refinancing otherwise permitted by Section 7.03, (iv) the prepayment, redemption, repurchase, defeasance,

exchange, acquisition or retirement or other acquisition of Junior Financing in an aggregate amount since the First Amendment Effective Date, not to exceed, C\$20,000,000, (v) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of Junior Financing in an amount not to exceed the Available Amount immediately prior to the time of the making of such prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition, (vi) [reserved], (vii) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of Junior Financing prior to their scheduled maturity that are made with Excluded Contributions to the extent Not Otherwise Applied, (viii) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of Junior Financing within 60 days of the date of a redemption notice if, at the date of any prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition notice in respect thereof, such prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition would have complied with another provision of this Section 7.12; *provided* that such prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition under this Section 7.12(a)(viii) shall reduce capacity under such other provision, and (ix) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of Junior Financing; *provided* that the Total Net Leverage Ratio (calculated on a Pro Forma Basis) as of the most recently ended Test Period on or prior to the date of such prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition is less than or equal to 5.00:1.00, or (b) make any payment in violation of any subordination terms of any Junior Financing that is subordinated in right of payment to the Obligations expressly by its terms.

(b) Amend, modify or change in any manner that would be materially adverse to the interests of the Lenders, any term or condition of any Junior Financing Documentation in respect of any Junior Financing (other than as a result of the refinancing or replacement thereof with the Net Cash Proceeds of, or in exchange for, any Indebtedness constituting a Permitted Refinancing or any other Junior Financing otherwise permitted by Section 7.03 thereof).

(c) Amend, modify or change its certificate or articles of incorporation or amalgamation (including, without limitation, by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement or by-laws (or the equivalent organizational documents), as applicable, in each case, in any manner materially adverse to the interests of the Lenders.

ARTICLE VIII

Events of Default and Remedies

Section 8.01 Events of Default. Each of the events referred to in clauses (a) through (k) of this Section 8.01 shall constitute an “**Event of Default**”:

(a) Non-Payment. The Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within three (3) Business Days after the same becomes due, any interest on any Loan or fees payable hereunder, or (iii) within three (3) Business Days after notice from the Administrative Agent, or other amounts payable hereunder; or

(b) Specific Covenants. The Borrower or any Restricted Subsidiary fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a) or Section 6.05(a) (solely with respect to the Borrower) or Article VII; *provided* that any Default or Event of Default pursuant to this clause (i) due to failure to provide notice of Default pursuant to Section 6.03(a) shall be automatically cured upon provision of the applicable notice and/or cure of the underlying Default or Event of Default; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after the receipt by the Borrower of written notice thereof from the Administrative Agent; *provided* that any Event of Default under this clause (c) due to inclusion of any “going concern” statement in an audit opinion delivered pursuant to Section 6.01(a) solely due to a prospective or actual financial covenant default shall not constitute an Event of Default for purposes of any Term Loan or Term Commitments unless and until the applicable Indebtedness containing such financial covenant is actually declared to be immediately due and payable as a result of the such default and such declaration has not been rescinded prior to such date; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or

therewith shall be incorrect in any material respect when made or deemed made and such incorrect representation or warranty (if curable) shall remain incorrect for a period of 30 days after notice thereof from the Administrative Agent to the Borrower; or

(e) Cross-Default. Any Loan Party or any Restricted Subsidiary (A) fails to make any payment beyond the applicable grace period, if any, whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise, in respect of any Indebtedness (other than Indebtedness hereunder or under any other Loan Document) having an aggregate outstanding principal amount (individually or in the aggregate with all other Indebtedness as to which such a failure shall exist) of not less than the Threshold Amount or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs (other than, with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and not as a result of any default thereunder by any Loan Party), the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided* that this clause (e)(B) shall not apply to Indebtedness that becomes subject to a mandatory prepayment or mandatory offer to purchase or redeem as a result of (x) the voluntary sale or transfer of property or assets, if such sale or transfer is permitted hereunder, (y) any casualty or condemnation event, in each case in an amount not to exceed the net cash proceeds attributable to such sale, transfer or casualty or condemnation event (as applicable) or (z) any Convertible Notes and/or any Amortizing Notes that become subject to a mandatory prepayment or mandatory offer to purchase or redeem (or the occurrence of any event that permits such mandatory prepayment or mandatory offer to purchase or redeem) unless such mandatory prepayment or mandatory offer to purchase or redeem results from a default thereunder or an event of the type that constitutes an Event of Default; *provided, further*, that such failure is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments, acceleration of the Loans or the exercise of other remedies pursuant to Section 8.02; *provided, further*, that no Event of Default with respect to this clause (e) shall result in respect of the Revolving Credit Agreement unless and until the holder or holders of the Revolving Credit Agreement (or the Revolving Agent on behalf of such holder or holders or beneficiary or beneficiaries) cause, with the giving of notice if required, such Indebtedness in respect of the Revolving Credit Agreement to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or

(f) Insolvency Proceedings, Etc. The Borrower or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, receiver or manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, receiver or manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(g) Judgments. There is entered against the Borrower or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by self-insurance (if applicable) or independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied in writing coverage thereof) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days; or

(h) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or would reasonably be expected to result in liability of the Borrower or any Guarantor in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect or, (ii) with respect to a Foreign Plan, a termination, withdrawal or noncompliance with applicable Laws or plan terms that would reasonably be expected to result in a Material Adverse Effect; or

(i) Invalidity of Material Guaranties. Any Guaranty of any Guarantor, at any time after its execution and delivery and for any reason ceases to be in full force and effect, other than (x) as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or 7.05 or the Collateral and Guarantee Requirement), (y) as a result of acts or omissions by the Administrative Agent, Collateral Agent or any Lender, in each case, which does not arise from the breach by any Loan Party of its obligations under the Loan Documents or (z) as a result of the satisfaction in full of all the Obligations; or any Guarantor contests in writing the validity or enforceability of its Guaranty or denies in writing that it has any or further liability or obligation under its Guaranty (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments or as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or 7.05 or the Collateral and Guarantee Requirement)), or purports in writing to revoke or rescind its Guaranty; or

(j) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Section 4.01, 6.12 or 6.14, shall for any reason (other than pursuant to the terms hereof or thereof including as a result of a transaction permitted under Section 7.04 or 7.05) cease to create, or any Lien purported to be created by such Collateral Document shall be asserted in writing by the Borrower or any other Loan Party not to be, a valid and, to the extent applicable under applicable Law, perfected Lien on a material portion of the Collateral, with the priority required by the Collateral Documents (or other security purported to be created on the applicable Collateral), on and security interest in any material portion of the Collateral purported to be covered thereby, subject to Liens permitted under Section 7.01, except to the extent that (i) any such perfection or priority is not required pursuant to the Collateral and Guarantee Requirement, (ii) any such loss of perfection or priority results from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Documents or to file Uniform Commercial Code continuation or PPSA renewal statements, (iii) as to Collateral consisting of real property, such losses are covered by a lender's title insurance policy and such insurer has not denied coverage in writing; or (iv) such loss of a valid or perfected security interest, as applicable, may be remedied by the filing or registration of appropriate documentation without the loss of priority (unless such loss of a valid or perfected security interest remains unremedied thirty (30) days after the Borrower obtaining actual knowledge thereof); or

(k) Change of Control. There occurs any Change of Control.

Section 8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may with the consent of, and shall at the request of, the Required Lenders take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts outstanding or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents,

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, and the commitments of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), subject to any Intercreditor Agreement, any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, together with all Obligations in the nature of accrued but unpaid periodic fees and interest under any Secured Hedge Agreements and Secured Cash Management Agreements, ratably among the Secured Parties in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, the Obligations under Secured Hedge Agreements (to the extent constituting breakage, termination and other payments not otherwise paid pursuant to clause Third above) and Obligations under Secured Cash Management Agreements, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fourth held by them;

195

Fifth, [reserved];

Sixth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Borrower or as otherwise required by Law.

Notwithstanding the foregoing, no amount received from any Guarantor shall be applied to any Excluded Swap Obligation of such Guarantor but subsequent distributions shall be adjusted so that the aggregate distributions are in accordance with the foregoing to the extent permitted by Law.

Section 8.04 [Reserved].

Section 8.05 Clean Up Period. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, during the period commencing on the closing date of any Permitted Acquisition or Investment and ending on the date 30 days thereafter (the “**Clean Up Period**”) (a) any breach or default of any representation or warranty under Article V or any other Loan Document or a covenant under this Agreement or any other Loan Document or (b) any Event of Default, will be deemed not to be a breach of representation or warranty or covenant or an Event of Default (as the case may be) if (i) it would have been (if it were not for this Section 8.05) a breach or default of any representation or warranty or covenant or an Event of Default only by reason of circumstances relating exclusively to the target, the target group or the property and assets of another Person or assets constituting a business unit, line of business or division of such Person in connection with such Permitted Acquisition or Investment (or any obligation to procure or ensure in relation to such target, target group or the property and assets or business unit, line of business or division); (ii) it is capable of remedy and reasonable steps are being taken to remedy it; (iii) the circumstances giving rise to it have not been procured by or approved by the Borrower; and (iv) it would not reasonably be expected to have a Material Adverse Effect. If the relevant circumstances are continuing on or after the date immediately following the end of the Clean Up Period, there shall be a breach of representation or warranty, breach of covenant or Event of Default, as the case may be, notwithstanding the above (and without prejudice to the rights and remedies of the Lenders as set forth in Section 8.02 hereof).

ARTICLE IX

Administrative Agent and Other Agents

Section 9.01 Appointment and Authority of the Administrative Agent.

(a) Each Lender hereby irrevocably appoints Citi, as of the Amendment Effective Date, to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions

and powers as are reasonably incidental thereto. The provisions of this Article IX, other than in respect of Section 9.09, Section 9.11 and Section 9.14, are solely for the benefit of the Administrative Agent and the Lenders, and the Loan Parties shall not have rights as a third party beneficiary of any such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Laws. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) [reserved].

(c) Barclays shall act as the “collateral agent” under the Loan Documents, and each of the Lenders (including in its capacities as a Lender and a potential Hedge Bank and/or Cash Management Bank) hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of (and to hold any security interest created by the Collateral Documents for and on behalf of or in trust for) the Secured Parties for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent, as “collateral agent” (and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent), shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, each of the Lenders (including in its capacities as a Lender and a potential Hedge Bank and/or Cash Management Bank) hereby expressly authorizes the Collateral Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto (including any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement and/or any other intercreditor agreements entered into in connection herewith, and security trust documents), as contemplated by, in accordance with or otherwise in connection with the provisions of this Agreement and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

Section 9.02 Rights as a Lender. Any Person serving as an Agent (including as Administrative Agent and Collateral Agent) hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include each Person serving as an Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to provide notice or account therefor to the Lenders. The Lenders acknowledge that, pursuant to such activities, any Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that no Agent shall be under any obligation to provide such information to them.

Section 9.03 Exculpatory Provisions. Neither the Administrative Agent, Collateral Agent nor any other Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and the duties of the Administrative Agent and the Collateral Agent hereunder will be administrative in nature. Without limiting the generality of the foregoing, an Agent (including the Administrative Agent and Collateral Agent):

(a) shall not be subject to any fiduciary or other implied (or express) duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the

other Loan Documents); *provided* that no Agent shall be required to take any action (or where so instructed, refrain from exercising) that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Laws, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by any Person serving as an Agent or any of its Affiliates in any capacity.

The Administrative Agent and Collateral Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or Collateral Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 8.02 and Section 10.01) or (ii) in the absence of its own gross negligence or willful misconduct as determined by the final, non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent and Collateral Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Administrative Agent or Collateral Agent by the Borrower or a Lender.

No Agent-Related Person shall be responsible for or have any duty to ascertain or inquire into (i) any recital, statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default (including, without limitation, compliance with the terms and conditions of Section 10.07(h)(iii)), (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless such Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the Loan Documents such Agent is permitted or desires to take or to grant, and each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. No Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders; *provided* that no Agent shall be required to take any action that, in its opinion or in the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Laws.

Section 9.05 Delegation of Duties. The Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Documents by or through any one or more sub agents appointed by the Administrative Agent or the Collateral Agent. The Administrative Agent, the Collateral Agent and any such sub agent may perform any

and all of its duties and exercise its rights and powers by or through their respective Agent-Related Persons. The exculpatory provisions of this Article IX shall apply to any such sub agent and to the Agent-Related Persons of the Administrative Agent, the Collateral Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Collateral Agent. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent or the Collateral Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

Section 9.06 Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand the Administrative Agent, the Collateral Agent and each other Agent-Related Person (solely to the extent any such Agent-Related Person was performing services on behalf of the Administrative Agent or the Collateral Agent) (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so) in accordance with their respective Pro Rata Shares, and hold harmless the Administrative Agent, the Collateral Agent and each other Agent-Related Person (solely to the extent any such Agent-Related Person was performing services on behalf of the Administrative Agent or the Collateral Agent) from and against any and all Indemnified Liabilities incurred by it; *provided* that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence, bad faith or willful misconduct or material breach under the Loan Documents, as determined by the final, non-appealable judgment of a court of competent jurisdiction; *provided* that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent and the Collateral Agent upon demand for its Pro Rata Share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent or the Collateral Agent in connection with the preparation, syndication, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent or the Collateral Agent is not reimbursed for such expenses by or on behalf of the Borrower; *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto; *provided, further*, that the failure of any Lender to indemnify or reimburse the Administrative Agent or the Collateral Agent shall not relieve any other Lender of its obligation in respect thereof. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment and satisfaction of all other Obligations and the resignation of the Administrative Agent or the Collateral Agent.

Section 9.08 No Other Duties; Other Agents, Lead Arrangers, Managers, Etc. Each Agent hereby agrees to act in its capacity as such upon the express conditions contained herein and the other Loan Documents, as applicable. Anything herein to the contrary notwithstanding, none of the Lead Arrangers, Co-Managers or other Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, Collateral Agent or a Lender hereunder and such Persons shall have the benefit of this Article IX. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any agency or fiduciary or trust relationship with any Lender, the Borrower or any of their respective Subsidiaries. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.09 Resignation and Removal of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, (or such earlier day as shall be agreed by the Required Lenders) (the “**Resignation Effective Date**”), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above, *provided* that in no event shall an such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, with the consent of the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the “**Removal Effective Date**”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

(d) [reserved].

Section 9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan

shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.09 and Section 10.04) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due the Administrative Agent under Section 2.07 and Section 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code of the United States, including under Sections 363, 1123 or 1129 of the Bankruptcy Code of the United States, or any similar Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a) through (j) of Section 10.01 of this Agreement), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 9.11 Collateral and Guaranty Matters. Each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank) irrevocably agrees (and authorizes the Collateral Agent to take all necessary or advisable actions to effectuate any of the following):

(a) that any Lien on any property granted to or held by the Collateral Agent under any Loan Document shall be automatically released (i) upon expiration or termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) Obligations under Secured Hedge Agreements, (y) Obligations under Secured Cash Management Agreements and (z) contingent indemnification obligations not yet accrued and payable) (the “**Termination Date**”), (ii) at the time the property subject to such Lien is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document to any Person other than a Loan Party (whether as a Disposition or an Investment), (iii) subject to Section 10.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (c) below, (v) if and to the extent such property constitutes an Excluded Asset ~~or~~, (vi) if required pursuant to any Intercreditor Agreement or (vii) if the property subject to such Lien is owned by a Discretionary Guarantor, upon the request of the Borrower; *provided* that, without limitation of the automatic operation of the releases described in clause (a)(ii) above, at the request of the Administrative Agent or at the election of the Borrower, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent certifying that such release satisfies the requirement in clause (a)(ii) above, which shall be conclusive evidence that such release satisfies the foregoing requirement and such automatic release has occurred (and the Administrative Agent and the Collateral Agent may rely conclusively on such certificate without further inquiry).

(b) to release or subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that constitutes an Excluded Asset or is permitted to be senior to the Liens securing the Obligations by Section 7.01(i) or, to the extent related to the foregoing, Section 7.01(dd); and

(c) that any Subsidiary Guarantor shall be automatically released from its obligations under the Guaranty and the Collateral Documents if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder (including as a result of a Subsidiary Guarantor being designated as an Unrestricted Subsidiary); *provided* that no such release shall occur if such Guarantor continues (after giving effect to the consummation of such transaction or designation) to be a guarantor in respect of any Junior Financing, any Incremental Equivalent Debt or Refinancing Equivalent Debt. Any Discretionary Guarantor shall be automatically released from all of its obligations under the Loan Documents (including its Guarantee under the Loan Guaranty) at the option of the Borrower;

Upon request by the Collateral Agent at any time, the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) will confirm in writing the Collateral Agent’s authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11. In each case as specified in this Section 9.11, the applicable Agent will (and each Lender irrevocably authorizes the applicable Agent to), at the Borrower’s expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11; *provided* that, upon the reasonable request of the Collateral Agent, the Collateral Agent shall have received a certificate of a Responsible Officer of the Borrower certifying that such release or subordination is permitted (or not prohibited) under the terms of this Agreement and such supporting documentation relating to such release as the Collateral Agent may reasonably request.

The Collateral Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent’s Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Section 9.12 Appointment of Supplemental Administrative Agents.

(a) It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent or Collateral Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be reasonably required or necessary in connection therewith, the Administrative Agent or Collateral Agent, as applicable, is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a “**Supplemental Administrative Agent**” and collectively as “**Supplemental Administrative Agents**”).

(b) In the event that the Collateral Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Collateral Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral and (ii) the provisions of this Article IX and of Section 10.04 and Section 10.05(a) (obligating the Borrower to pay the Administrative Agent’s and Collateral Agent’s expenses and to indemnify the Administrative Agent or Collateral Agent) that refer to the Administrative Agent shall inure to the benefit of, and the provisions of Section 10.08 shall be binding upon, such Supplemental Administrative Agent or Collateral Agent and all references therein to the Administrative Agent or Collateral Agent shall be deemed to be references to the Administrative Agent, the Collateral Agent, as applicable, and/or such Supplemental Administrative Agent, the Collateral Agent as the context may require.

(c) Should any instrument in writing from any Loan Party be reasonably required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments (in form reasonably satisfactory to the Borrower or such Loan Party) promptly upon the reasonable request by the Administrative Agent or Collateral Agent, as applicable. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent or Collateral Agent, as applicable, until the appointment of a new Supplemental Administrative Agent.

Section 9.13 Intercreditor Agreements. The Collateral Agent is authorized to enter into any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any other intercreditor agreement contemplated hereby (and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, such agreements in connection with the incurrence by any Loan Party of any Indebtedness (or any Permitted Refinancing of the foregoing) that is permitted to be secured by all or a portion of the Collateral hereunder (with such priority as may be designated by the Borrower or relevant Subsidiary, to the extent such priority is permitted by the Loan Documents)), and the parties hereto acknowledge that any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement (if entered into) and/or any other intercreditor arrangements entered into in connection herewith, will be binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any First Lien Intercreditor Agreement (if entered into), any Junior Lien Intercreditor Agreement (if entered into) and/or any other intercreditor arrangements entered into in connection herewith and (b) hereby authorizes and instructs the Collateral Agent to enter into, if applicable, any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement (if entered into) and any other intercreditor agreement contemplated hereby (on terms reasonably satisfactory to the Administrative Agent and the Collateral Agent) (and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, such agreements in connection with the incurrence by any Loan Party of any Indebtedness (or any Permitted Refinancing of the foregoing) that is permitted to be secured by all or a portion of the Collateral hereunder (with such priority as may be designated by the Borrower or relevant Subsidiary, to the extent such priority is permitted by the Loan Documents)), and to subject the Liens on the Collateral securing the Obligations to the provisions thereof.

Section 9.14 Secured Cash Management Agreements and Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guaranty or any other Collateral Document, no Cash Management Bank or Hedge Bank that obtains the benefits of Section 8.03, any Guaranty or any Collateral by virtue of the provisions hereof or of any Guaranty or any other Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case,

only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements or Obligations arising under Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations arising under Secured Cash Management Agreements or such Obligations arising under Secured Hedge Agreements, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

Section 9.15 Withholding Taxes. To the extent required by any applicable Laws (as determined in good faith by the Administrative Agent), the Administrative Agent may withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 3.01, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within ten (10) days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax, ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 9.15. The agreements in this Section 9.15 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, and the repayment, satisfaction or discharge of any Loans and all other amounts payable hereunder.

ARTICLE X

Miscellaneous

Section 10.01 Amendments, Etc. (A) Except as otherwise set forth in this Agreement, no amendment, modification, supplement or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and acknowledged by the Administrative Agent (or signed by the Administrative Agent with the consent of the Required Lenders) (other than with respect to any amendment, modification, supplement or waiver contemplated in clause (a) (as it relates to extensions only), clause (h) or clause (j) below, which shall only require the consent of the relevant lenders directly and adversely affected thereby (in the case of clause (a)) or the Required Facility Lenders under the applicable Class, as applicable, in the case of clauses (h) and clause (j)) and the Borrower or the applicable Loan Party, as the case may be, and each such waiver, amendment, modification, supplement or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided* that, no such amendment, modification, supplement, waiver or consent shall:

(a) extend or increase the Commitment of any Lender without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of (or amendment to the terms of) any condition precedent set forth in Section 4.01 or Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.07 or Section 2.08 without the written consent of each Lender directly and adversely affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest and it further being understood that any change to the definition of “Total Net First Lien Leverage Ratio,” “Total Net Senior Secured Leverage Ratio,” “Total Net Leverage Ratio”, “Fixed Charge Coverage Ratio” or any other ratio used as a basis to calculate the amount of any principal or interest payment or in the component definitions thereof shall not constitute a reduction in any amount of interest or fee;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to clauses (i), (ii) and (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without

the written consent of each Lender directly and adversely affected thereby; *provided* that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) except in a transaction permitted by Section 7.04, permit assignment of rights and obligations of the Borrower hereunder, without the written consent of each Lender;

(e) change any provision of this Section 10.01 or the definition of “Required Lenders,” or “Required Facility Lenders,” without the written consent of each Lender directly and adversely affected thereby; *provided* that the written consent of each Lender shall be required with respect to a reduction of any of the voting percentages set forth in the definition of “Required Lenders,” or “Required Facility Lenders”;

207

(f) other than in connection with a transaction permitted under Section 7.04 or Section 7.05 or as expressly permitted in Section 9.11, release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

(g) other than in connection with a transaction permitted under Section 7.04 or Section 7.05 or as expressly permitted in Section 9.11, release all or substantially all of the aggregate value of the Guaranty or all or substantially all of the Guarantors, without the written consent of each Lender;

(h) amend, waive or otherwise modify any term or provision (including the availability and conditions to funding under Section 2.14 with respect to New Term Loans) which directly adversely affects Lenders of one or more New Term Loans and does not directly adversely affect Lenders under any other Class, in each case, without the written consent of the Required Facility Lenders under such applicable New Term Loans (and in the case of multiple Classes which are affected, such Required Facility Lenders shall consent together as one Class);

(i) amend, waive or otherwise modify any pro rata sharing of payment provision or any other payment “waterfall” in any other Loan Document without the written consent of each Lender directly and adversely affected thereby;

(j) amend, waive or otherwise modify any other term or provision (including, without limitation, the waiver of any conditions set forth in Section 4.02 as to any Credit Extension under one or more Facilities but excluding amendments, waivers or other modifications to provisions requiring pro rata payments or sharing of payments under any Loan Document) which directly and adversely affects Lenders under one or more Facilities and does not directly and adversely affect Lenders under any other Facilities, in each case, without the written consent of the Required Facility Lenders under such applicable directly and adversely affected Facility or Facilities (and in the case of multiple Facilities which are so affected, such Required Facility Lenders shall consent together as one Facility);

and *provided, further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, adversely affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document; and (ii) Section 10.07(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Any such waiver and any such amendment, modification or supplement in accordance with the terms of this Section 10.01 shall apply equally to each of the Lenders and shall be binding on the Loan Parties, the Lenders, the Agents and all future holders of the Loans and Commitments. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver, or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders).

208

(B) Notwithstanding anything to the contrary herein:

(a) no Lender consent is required to effect any amendment, modification or supplement to any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement and/or any other intercreditor arrangements entered into in connection herewith (i) that is for the purpose of adding the holders of Indebtedness (or any Permitted Refinancing of the foregoing) that is permitted to be secured by all or a portion of the Collateral hereunder (or a Representative with respect thereto) as parties thereto, as expressly contemplated by the terms of such First Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement or such other intercreditor arrangement, as applicable (it being understood that any such amendment, modification or supplement may make such other changes to the applicable intercreditor agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing; *provided* that such other changes, if material to the interests of the Lenders, are permitted under the succeeding clauses (ii) and (iii)), (ii) that is expressly contemplated by any First Lien Intercreditor Agreement, any Junior Lien Intercreditor Agreement and/or any other intercreditor arrangements entered into in connection herewith or (iii) that effects changes that are not material to the interests of the Lenders; *provided, further*, that no such agreement shall directly and adversely amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent;

(b) this Agreement may be amended (or amended and restated) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as such term is defined below) to permit the refinancing of all or any portion of any Class of Term Loans outstanding (the “**Replaced Term Loans**”); *provided* that (i) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans plus an amount equal to unpaid accrued interest, fees, premium thereon and fees and expenses incurred (including OID, upfront fees and similar items), in connection with such refinancing, (ii) the All-In Yield for such Replacement Term Loans shall not be higher than the All-In Yield for such Replaced Term Loans, (iii) the Weighted Average Life to Maturity and final maturity of such Replacement Term Loans shall not be shorter or earlier, as the case may be, than the Weighted Average Life to Maturity of such Replaced Term Loans at the time of such refinancing and (iv) all other terms (other than maturity and pricing) applicable to such Replacement Term Loans shall be substantially the same as, and no more favorable to the Lenders providing such Replacement Term Loans than, the terms applicable to such Replaced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the maturity date in respect of the Replaced Term Loans in effect immediately prior to such refinancing or such other terms applicable to such Replacement Term Loans that are reflective of market terms and conditions for such Replacement Term Loans at the time of the issuance thereof (as determined by the Borrower in good faith); *provided, however*, that the covenants applicable thereto shall not include any financial maintenance covenant unless such covenant is also added to this Agreement for the benefit of the Lenders. Each amendment to this Agreement providing for Replacement Term Loans may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent and the Borrower, to effect the provisions of this paragraph, and for the avoidance of doubt, this paragraph shall supersede any other provisions in this Section 10.01 to the contrary;

(c) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders;

(d) this Agreement may be amended (or amended and restated) pursuant to the provisions and requisite consents set forth in the final paragraph of Section 3.03; and

(e) this Agreement may be amended pursuant to an Incremental Amendment in accordance with the requirements of Section 2.14, a Refinancing Amendment in accordance with the requirements of Section 2.15 and an Extension Amendment in accordance with the requirements of Sections 2.17.

Notwithstanding anything to the contrary contained in this Section 10.01, the Guaranty, the Collateral Documents and related documents executed by the Loan Parties or the Subsidiaries in connection with this Agreement and the other Loan Documents may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, modified and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment, modification or waiver is delivered in order (i) to comply with local Law or advice of local counsel, or (ii) to cause such Guaranty, Collateral Document or other document to be consistent with this Agreement and the other Loan Documents.

Notwithstanding anything to the contrary contained in this Section 10.01, if at any time after the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document), then the Administrative Agent (in its sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision. The Administrative Agent shall notify the Lenders of such amendment and such amendment shall become effective five (5) Business Days after such notification unless the Required Lenders object to such amendment in writing delivered to the Administrative Agent prior to such time.

Section 10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing (including by facsimile, e-mail or other electronic communication, subject to Section 10.02(b)) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or e-mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, any other Loan Party or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the other parties; and

210

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower) or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Borrower, and the Administrative Agent.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communication. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FpML, messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or a Loan Party may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) E-Mail Communication. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed and/or acknowledged (in accordance with preceding clause (i)) receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided* that for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM

THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Agent-Related Persons or any Lead Arranger (collectively, the “**Agent Parties**”) have any liability to the Borrower, any other Loan Party, any Lender, or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s, any Loan Party’s or the Administrative Agent’s transmission of Borrower Materials or notices through the Platform, any other electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct or material breach under the Loan Documents of such Agent Party; *provided, however*, that in no event shall any Agent Party have any liability to the Borrower, any other Loan Party, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages). The Administrative Agent may, but shall not be obligated to, make the Borrower Materials available to Lenders by posting the Borrower Materials on the Platform.

(e) Change of Address. Each of the Loan Parties and the Administrative Agent may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by written notice to the other parties hereto. Each other Lender may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by written notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Laws, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(f) Reliance by the Administrative Agent, the Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices and Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Agent-Related Person from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent or the Collateral Agent may be recorded by the Administrative Agent or the Collateral Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver; Cumulative Remedies. No failure by any Lender, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; *provided, however*, that the foregoing shall not prohibit (a) the

Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) [reserved], (c) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.04 Attorney Costs and Expenses. The Borrower agrees (a) if the Closing Date occurs, to pay or reimburse the Administrative Agent and the Lead Arrangers for all reasonable and documented in reasonable detail out-of-pocket expenses incurred prior to, on or after the Closing Date (*provided* that in the case of payment to be made on the Closing Date, such expenses are to be invoiced two (2) Business Days prior to the Closing Date and otherwise, within thirty (30) days following written demand therefor) in connection with the syndication of the Commitments of the Lenders made available to the Borrower on the Closing Date and the preparation, execution, delivery and administration of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), limited, in the case of legal fees and expenses, to the Attorney Costs of one counsel to the Administrative Agent and the Lead Arrangers taken as a whole (and, to the extent retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed), of a single local counsel in each relevant jurisdiction (which may be a single local counsel acting in multiple material jurisdictions)) (in each case, except allocated costs of in-house counsel), and (b) after the Closing Date, promptly following written demand therefor, to pay or reimburse the Administrative Agent, the Lead Arrangers and the Lenders for all reasonable and documented in reasonable detail out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, limited in the case of out-of-pocket legal fees and expenses, to the Attorney Costs of one counsel to the Administrative Agent and the Lenders taken as a whole (and, to the extent retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed), of a single local counsel in each relevant jurisdiction (which may be a single local counsel acting in multiple material jurisdictions) and, solely in the event of an actual or perceived conflict of interest between the Administrative Agent, the Lead Arrangers and the Lenders, where the Lender or Lenders affected by such conflict of interest inform the Borrower in writing of such conflict of interest and thereafter retains its own counsel, one additional counsel in each relevant material jurisdiction to each group of affected Lenders similarly situated taken as a whole) (in each case, except allocated costs of in-house counsel)) (*provided* that, other than in connection with an enforcement of any rights or remedies under, and in accordance with, this Agreement and the other Loan Documents, the Borrower shall not be required to reimburse the Administrative Agent, any Lender or any Lead Arranger for any fees, costs or expenses of any third-party advisors, other than such counsel, to the extent retained without the Borrower's consent (such consent not to be unreasonably withheld or delayed)). The agreements in this Section 10.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent in its sole discretion.

Section 10.05 Indemnification by the Borrower.

(a) The Borrower shall indemnify and hold harmless the Administrative Agent, any Supplemental Administrative Agent, the Collateral Agent, each Lender, the Lead Arrangers, the Co-Managers and their respective Affiliates (excluding, in any event, any Permitted Holder or Equity Sponsor identified under clauses (i) and (ii) of the definition hereof) and their respective directors, officers, employees, representatives, agents and advisors (collectively the “**Indemnitees**”) from and against any and all losses, claims, damages and liabilities that may be asserted or awarded against the Indemnitees and reasonable and documented or invoiced (in reasonable detail) out-of-pocket costs and expenses of any third party that may be awarded against any Indemnatee and other out-of-pocket expenses incurred in connection therewith asserted against any such Indemnatee relating to or arising out of or in connection with (but limited, in the case of out-of-pocket legal fees and expenses, to the Attorney Costs of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions), and solely in the case of an actual or perceived conflict of interest where the Indemnatee affected by such conflict of interest informs the Borrower in writing of such conflict of interest and thereafter retains its own counsel, one additional counsel in each relevant material jurisdiction to each group of affected Indemnitees taken as a whole) (*provided* that, other than in connection with an enforcement of any rights or remedies under, and in accordance with, this Agreement and the other Loan Documents, the Borrower shall not be required to reimburse any Indemnatee for any fees, costs or

expenses of any third-party advisors, other than such counsel, to the extent retained without the Borrower's consent (such consent not to be unreasonably withheld or delayed)) (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Commitment, Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any real property or facility currently or formerly owned or operated by the Borrower or any other Loan Party, or any Environmental Liability relating in any way to the Borrower or any other Loan Party or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnatee is a party thereto and without regard to the exclusive or contributory negligence of any Indemnitees (all the foregoing, collectively, the **"Indemnified Liabilities"**); *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such Indemnified Liabilities resulted from (w) the gross negligence, bad faith or willful misconduct under the Loan Documents, of such Indemnatee or of any of its Related Indemnified Persons as determined by a final, non-appealable judgment of a court of competent jurisdiction, (x) a material breach of any obligations under any Loan Document by such Indemnatee or of any of its Related Indemnified Persons as determined by a final, non-appealable judgment of a court of competent jurisdiction, (y) any dispute solely among Indemnitees other than any claims against an Indemnatee in its capacity or in fulfilling its role as the Administrative Agent, the Collateral Agent, a Lead Arranger or a similar role under the Facilities and other than any claims arising out of any act or omission of the Borrower or any of its Affiliates or (z) any settlement entered into by any Indemnatee in connection with the foregoing without the Borrower's prior written consent (such consent not to be unreasonably withheld or delayed), but, if such settlement occurs with Borrower's written consent or if there is a final judgment in any action or claim with respect to any of the foregoing, the Borrower will be liable for such settlement or such final judgment and will indemnify and hold harmless each Indemnatee from and against any and all losses, claims, damages, liabilities and reasonable and documented (in reasonable detail) out-of-pocket expenses by reason of such settlement or judgment in accordance with this [Section 10.05\(a\)](#). To the extent that the undertakings to indemnify and hold harmless set forth in this [Section 10.05\(a\)](#) may be unenforceable in whole or in part because they are violative of any applicable Laws or public policy, the Borrower shall contribute the maximum portion that it is permitted to pay and satisfy under applicable Laws to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them. Notwithstanding the foregoing, each Indemnatee shall be obligated to refund or return any and all amounts paid by the Borrower under this [Section 10.05\(a\)](#) to such Indemnatee for any losses, claims, damages, liabilities and expenses to the extent such Indemnatee is not entitled to payment of such amounts in accordance with the terms hereof as determined by a court of competent jurisdiction in a final, non-appealable judgment. No Indemnatee seeking indemnification hereunder with respect to such matter shall, without the Borrower's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) consent to the entry of any judgment on or otherwise terminate any action referred to herein. The Borrower shall not, without the prior written consent of any Indemnatee, effect any settlement of any pending or threatened claim, litigation, investigation or proceeding in respect of which indemnity could have been sought hereunder by such Indemnatee unless such settlement (a) includes an unconditional release of such Indemnatee from all liability arising out of such claim, litigation, investigation or proceeding and (b) does not include any statement as to, or any admission of, fault, culpability, wrongdoing or a failure to act by or on behalf of such Indemnatee. Each Indemnatee shall give (subject to restrictions pursuant to attorney-client privilege, law, rule or regulation, or any obligation of confidentiality) such information and assistance to the Borrower as the Borrower may reasonably request in connection with any claim, litigation, investigation or proceeding in connection with any losses, claims, damages, liabilities and expenses, unless the Indemnatee reasonably determines there are conflicts of interest between the Borrower and the Indemnatee. No Indemnatee or any Loan Party or Affiliate thereof shall be liable for any damages arising from the use by others of any information or other materials obtained through Intralinks®, Syndtrak® or other similar information transmission systems in connection with this Agreement, except to the extent resulting from the willful misconduct, bad faith or gross negligence of such Loan Party or Affiliate or such Indemnatee or any of its Related Indemnified Persons, as the case may be, as determined by a final and non-appealable judgment of a court of competent jurisdiction, nor shall any Indemnatee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (in each case, other than, in the case of any Loan Party, in respect of any such damages incurred or paid by an Indemnatee to a third party and otherwise required to be indemnified by a Loan Party under this [Section 10.05\(a\)](#)). In the case of an investigation, litigation or other proceeding to which the indemnity in this [Section 10.05\(a\)](#) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, equity holders or creditors or an Indemnatee or any other Person, whether or not any Indemnatee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents are consummated. All amounts due under this [Section 10.05\(a\)](#) shall be paid within thirty (30) days after written demand therefor (together with backup documentation supporting such reimbursement request); *provided, however*, that such Indemnatee shall promptly refund such amount to the extent that there is a final non-appealable judicial determination that such Indemnatee was not entitled to indemnification rights with respect to such payment pursuant to the express terms of this [Section 10.05\(a\)](#). The agreements in this [Section 10.05\(a\)](#) shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. Each Indemnatee shall promptly notify the Borrower upon receipt of written notice of any claim or threat to institute a claim; *provided* that any failure by any Indemnatee to give such notice shall not relieve the Borrower from the obligation to indemnify such Indemnatee in accordance with the terms of this [Section 10.05\(a\)](#) except to the extent

that the Borrower is materially prejudiced by such failure. This Section 10.05(a) shall not apply to any Taxes except to the extent such amounts represent losses, claims, damages, etc. arising from a non-Tax claim.

(b) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 10.04 or 10.05(a) to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lenders' Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); *provided, further*, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the lenders under this subsection (c) are subject to the provisions of Section 2.12(e). All amounts due under this Section 10.05(b) shall be payable not later than ten (10) Business Days after demand therefor. The agreements in this Section 10.05(b) shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 10.06 Marshaling; Payments Set Aside. None of the Administrative Agent or any Lender shall be under any obligation to marshal any assets in favor of the Loan Parties or any other party or against or in payment of any or all of the Obligations. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff pursuant to Section 10.09, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect.

Section 10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not, except as permitted by Section 7.04, assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subclause (b) of this Section 10.07, (ii) by way of participation in accordance with the provisions of subclause (d) of this Section 10.07, (iii) by way of pledge or assignment of a security interest subject to the restrictions of subclause (f) of this Section 10.07, or (iv) to an SPC in accordance with the provisions of subclause (g) of this Section 10.07. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subclause (d) of this Section and, to the extent expressly contemplated hereby, the Agent-Related Persons of each of the Administrative Agent and the Lenders and the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subclause (b)(i)(A) of this Section 10.07, the aggregate amount of the Commitment or, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "**Trade Date**" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than C\$1,000,000 or ~~in an integral multiple of C\$1,000,000 in excess thereof, or \$1,000,000 or in an integral multiple of \$1,000,000 in excess thereof~~, as applicable (unless each of the Administrative Agent and, so long as no Specified Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld, conditioned or delayed)).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

216

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subclause (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) a Specified Default, has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund of a Lender; *provided* that, subject to clause (v) below and other than with respect to assignments to a Disqualified Institution, the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received such written notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) shall be required, unless such assignment is to a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) [reserved]; and

(D) [reserved].

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, which shall include, *inter alia*, a representation by the assignee that it is an Eligible Assignee, any tax forms required by Section 3.01 (unless such assignee is already a Lender), together with a processing and recordation fee of \$3,500; *provided* that the Administrative Agent may, in its sole discretion, elect to waive or reduce such processing and recordation fee in the case of any assignment. The Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. All assignments shall be by novation.

(v) No Assignments to Certain Persons. Notwithstanding anything to the contrary contained herein, no such assignment shall be made (A) to the Borrower or any of the Borrower's Subsidiaries except as permitted under Section 2.05(a)(v) or Section 10.07(m), (B) subject to the immediately preceding clause (A) above and subclause (h) below, to any of the Borrower's Affiliates, (C) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (C), (D) to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person) or (E) to a Disqualified Institution that has been identified as such on a list provided by the Borrower to the Administrative Agent in accordance with the terms of this Agreement.

The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to provide the list of Disqualified Institutions provided by the Borrower and any updates thereto from time to time made in accordance with the definition of "Disqualified Institution" to each Lender and any prospective Lender requesting the same; *provided* that such list may be updated from time to time by the Borrower in accordance with the definition of "Disqualified Institution" and the Administrative Agent

shall not be under any obligation to notify any Lender of any such update. Notwithstanding anything to the contrary contained herein, the Administrative Agent shall not have any responsibility or liability for monitoring the list of Disqualified Institutions or enforcing (x) the Borrower's or any Lender's compliance with the terms of any of the provisions set forth herein with respect to Disqualified Institutions, Affiliated Debt Funds or Non-Debt Fund Affiliates, (y) any prospective Lender's, Lender's or participant's compliance with the requirements set forth in Section 3.01, or determining if any Person is any of the foregoing or otherwise have any liability in connection therewith.

This clause (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities or Classes of Loans or Commitments on a non-pro rata basis.

In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full Pro Rata Share of all Loans. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Laws without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section (and, in the case of an Affiliated Lender or a Person that, after giving effect to such assignment, would become an Affiliated Lender, subject to the requirements of clause (h) of this Section), from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 3.01, Section 3.04, Section 3.05, Section 10.04 and Section 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment); *provided* that, except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, and the surrender by the assigning Lender of its Term Note(s) with respect to the applicable assigned rights and interests, the Borrower (at its own expense) shall execute and deliver a Term Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (d) of this Section 10.07.

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (in hard copy or electronic or other relevant form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related interest amounts) of the Loans owing to each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall, subject to clause (h) of this Section, be conclusive absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice. This Section 10.07(c) and Section 2.11 shall be construed so that all Loans are at all times maintained in "registered form" within the meaning of Section 163(f),

Section 871(h)(2) and Section 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

(d) Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, or any other Lender, sell participations to any Person (other than a natural Person or holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries (other than Affiliated Debt Funds) or, to the extent identified on a list provided by the Borrower to the Administrative Agent in accordance with the terms of this Agreement, to a Disqualified Institution), in each case, that is legally entitled to deliver, on the date on which such Person acquires such participation, the documentation described in Section 3.01(c)(i) or (c)(iii), as applicable, and documentation described in Section 3.01(c)(ii) indicating an exemption from FATCA withholding (in each case, as if it were a Lender), (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.07 with respect to any payments made by such Lender to its Participant(s). Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; *provided* that such agreement or instrument (i) may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b) (solely in the case of extensions of final maturity), (c), (f), (g) or (i) of the first proviso to Section 10.01 that directly and adversely affects such Participant, in each case only to the extent that the affirmative vote of such Lender from which such Participant purchased the participation would be required under such Section and (ii) shall include, *inter alia*, a representation by the Participant that it is an Eligible Assignee. Subject to clause (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the limitations and requirements of such section, including Sections 3.01(b) and (c), as applicable and Section 3.06 and Section 3.07) (through the applicable Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section (it being understood that the documentation required under Section 3.01(b) and (c) shall be delivered solely to the participating Lender). To the extent permitted by applicable Laws, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.13 as though it were a Lender.

(e) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (not to be unreasonably withheld or delayed), which consent shall state that it is being given pursuant to Section 10.07(e) of this Agreement. If a Lender (or any of its registered assigns) sells a participation pursuant to Section 10.07(d), that Lender (or its registered assign, as the case may be) that sells a participation shall (acting solely for this purpose as a non-fiduciary agent of the Borrower) maintain a register complying with the requirements of Section 163(f), Section 871(h) and Section 881(c)(2) of the Code and the Treasury regulations issued thereunder relating to the exemption from withholding for portfolio interest on which is entered the name and address of each Participant and the principal and interest amounts of each Participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Borrower and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Term Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any central bank having jurisdiction over such Lender; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Notwithstanding anything to the contrary contained herein, any Lender (a “**Granting Lender**”) may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an “**SPC**”) the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided that* (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.12(b)(ii) and (iii) such SPC and the applicable Loan or any applicable part thereof, shall be appropriately reflected, and shall become effective upon recording, in the Participant Register in the same manner as to participations as otherwise provided under Section 10.07(e). Each party hereto hereby agrees that (i) each SPC shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations of such Sections) to the same extent as if it were a Granting Lender and had acquired its interest by assignment pursuant to Section 10.07(b) (*provided that* an SPC shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Granting Lender would have been entitled to receive with respect to the SPC granted to such SPC, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the SPC became an SPC), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable (and such liabilities shall be retained by the Granting Lender), and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain and be liable as the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of C\$3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion), assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(h) Any Term Lender may, at any time, assign all or a portion of its rights and obligations solely with respect to Term Loans under this Agreement to a Person who is or will become, after such assignment, an Affiliated Lender or an Affiliated Debt Fund through (x) Dutch auctions or other offers to purchase open to all Term Lenders on a *pro rata* basis consistent with the procedures of the type described in Section 2.05(a)(v) or (y) open market purchase on a non-*pro rata* basis, in each case subject to the following limitations:

(i) Affiliated Lenders will not receive information provided solely to Lenders by the Administrative Agent or any Lender and will not be permitted to attend or participate in meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of prepayments and other administrative notices in respect of its Term Loans required to be delivered to Lenders pursuant to Article II;

(ii) each assignment to an Affiliated Lender shall be deemed made by the applicable assigning Lender subject to the express acknowledgement set forth in the second succeeding paragraph in connection with such assignment;

(iii) after giving effect to such assignment, the aggregate principal amount of Term Loans held by Affiliated Lenders shall not exceed 25% of the principal amount of all Term Loans at such time outstanding, in each case, after giving effect to any substantially simultaneous cancellation thereof (such percentage, the “**Affiliated Lender Cap**”); *provided that* each of the parties hereto agrees and acknowledges that the Administrative Agent shall not be liable for any losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred or suffered by any Person in connection with any compliance or non-compliance with this clause (j)(iii) or any purported assignment exceeding the Affiliated Lender Cap; and

(iv) as a condition to each assignment pursuant to this clause (j), the Administrative Agent shall have been provided a notice in the form of Exhibit E-2 to this Agreement in connection with each assignment to an Affiliated Lender or a Person that upon effectiveness of such assignment would constitute an Affiliated Lender, and (without limitation of the provisions of

clause (iii) above) shall be under no obligation to record such assignment in the Register until three (3) Business Days after receipt of such notice.

Notwithstanding anything to the contrary contained herein, any Affiliated Lender or Affiliated Debt Fund that has purchased Term Loans pursuant to this clause (h) may, in its sole discretion but subject to the consent of the Borrower, contribute, directly or indirectly, the principal amount of such Term Loans, plus all accrued and unpaid interest thereon, to the Borrower (through any direct or indirect parent thereof) for the purpose of immediately cancelling and extinguishing such Term Loans and such contribution may be in exchange for debt or equity securities of the Borrower (or any direct or indirect parent thereof) otherwise permitted by the terms of this Agreement to be issued or incurred at such time. Upon the date of such contribution, assignment or transfer, (x) the aggregate outstanding principal amount of Term Loans shall reflect such cancellation and extinguishing of the Term Loans then held by the Borrower and (y) the Borrower shall promptly provide notice to the Administrative Agent of such contribution of such Term Loans, and the Administrative Agent, upon receipt of such notice, shall reflect the cancellation and extinguishing of the applicable Term Loans in the Register.

Each Lender participating in any assignment to Affiliated Lenders acknowledges and agrees that in connection with such assignment, (1) the Affiliated Lenders then may have, and later may come into possession of material non-public information, (2) such Lender has independently and, without reliance on the Affiliated Lenders or any of their Subsidiaries, the Borrower or any of its Subsidiaries, the Administrative Agent or any other Agent-Related Persons, made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the material non-public information, (3) none of the Affiliated Lenders or any of their Subsidiaries, the Borrower or any of its Subsidiaries shall be required to make any representation that it is not in possession of material non-public information, (4) none of the Affiliated Lenders or its Affiliates, the Borrower or any of its Subsidiaries or Affiliates, the Administrative Agent or any other Agent-Related Persons shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against any Affiliated Lender or Affiliate thereof, the Borrower or any of its Subsidiaries or Affiliates, the Administrative Agent and any other Agent-Related Persons, under applicable Laws or otherwise, with respect to the nondisclosure of the material non-public information and (5) that the material non-public information may not be available to the Administrative Agent or the other Lenders.

(i) Notwithstanding anything in Section 10.01 or the definition of "Required Lenders" or "Required Facility Lenders" to the contrary:

(i) for purposes of determining whether the Required Lenders or Required Facility Lenders have (A) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, or subject to Section 10.07(j), any plan of reorganization pursuant to the Bankruptcy Code, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, no Affiliated Lender shall have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action and all Loans held by such Affiliated Lenders, respectively shall be deemed to have been voted in the same proportion as the allocation of voting by Lenders that are not Affiliated Lenders, respectively for all purposes of calculating whether the Required Lenders or Required Facility Lenders (as applicable) have taken any actions; each Affiliated Debt Fund hereby acknowledges, agrees and consents that if, for any reason, its vote to accept or reject any plan pursuant to the Bankruptcy Code or any other debtor relief Laws is not deemed to have been so voted, then such vote will be (x) deemed not to be in good faith and (y) "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other debtor relief Laws) such that the vote is not counted in determining whether the applicable class has accepted or rejected such plan in accordance with Section 1126(e) of the Bankruptcy Code (or any such similar provision);

(ii) Affiliated Debt Funds may not in the aggregate account for more than 49.9% of the amounts set forth in the calculation of Required Lenders or Required Facility Lenders;

(iii) [reserved]; and

(iv) notwithstanding the above, no amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom shall directly and adversely affect any Affiliated Lender or Affiliated Debt Fund in its capacity as a Lender in a manner that is disproportionate to the effect on any Lender of the same Class or that would deprive such Affiliated Lender or Affiliated Debt Fund of its Pro Rata Share of any payments to which it is entitled.

(j) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, but subject to clauses (i) and (iv) of Section 10.07(i) above, each Affiliated Lender hereby agrees that, if a proceeding under any Debtor Relief Law shall be commenced by or against the Borrower or any other Loan Party at a time when such Lender is an Affiliated Lender, such Affiliated Lender irrevocably authorizes and empowers the Administrative Agent to vote on behalf of such Affiliated Lender with respect to the Term Loans held by such Affiliated Lender in any manner in the Administrative Agent's sole discretion, unless the Administrative Agent instructs such Affiliated Lender to vote, in which case such Affiliated Lender shall vote with respect to the Term Loans held by it as the Administrative Agent directs. The Lenders and each Affiliated Lender agree and acknowledge that the provisions set forth in this Section 10.07(j) and the related provisions set forth in each Assignment and Assumption entered into by an Affiliated Lender constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the Bankruptcy Code, and, as such, would be enforceable for all purposes in any case where the Borrower or any Restricted Subsidiary has filed for protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors applicable to the Borrower or such Restricted Subsidiary, as applicable. Each Affiliated Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender (solely in respect of Term Loans and participations therein and not in respect of any other claim or status such Affiliated Lender may otherwise have), from time to time in the Administrative Agent's discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Section 10.07(j).

(k) [reserved].

(l) [reserved].

(m) Any Lender may, so long as no Event of Default has occurred and is continuing, at any time, assign all or a portion of its rights and obligations with respect to Term Loans under this Agreement to the Borrower or any of the Borrower's Subsidiaries through (x) Dutch auctions or other offers to purchase open to all Lenders on a *pro rata* basis consistent with the procedures set forth in Section 2.05(a)(v) or (y) notwithstanding Sections 2.12 and 2.13 or any other provision in this Agreement, open market purchase on a non-*pro rata* basis; *provided further* that:

(i) upon such assignment to any Subsidiary, such Subsidiary shall automatically be deemed to have directly or indirectly contributed the principal amount of such Term Loans, plus accrued and unpaid interest thereon, to the Borrower;

(ii) (a) the principal amount of such Term Loans, along with all accrued and unpaid interest thereon, shall be deemed automatically cancelled and extinguished on the date of such assignment, (b) the aggregate outstanding principal amount of Term Loans of the remaining Lenders shall reflect such cancellation and extinguishment and (c) the Borrower or any of the Borrower's Subsidiaries, as applicable, shall promptly provide notice to the Administrative Agent of such, assignment of such Term Loans, and the Administrative Agent, upon receipt of such notice, shall reflect the cancellation of the applicable Term Loans in the Register; and

(iii) each assignment to the Borrower or any of the Borrower's Subsidiaries that purchases any Term Loans pursuant to this clause (m) shall be deemed made by the applicable assigning Lender subject to the express acknowledgement set forth in the immediately succeeding paragraph in connection with such assignment.

Each Lender participating in any assignment to the Borrower or any Subsidiary of the Borrower (including pursuant to Section 2.05(a)(v)) acknowledges and agrees that in connection with such assignment, (1) the Borrower and its Subsidiaries then may have, and later may come into possession of material non-public information, (2) such Lender has independently and, without reliance on the Affiliated Lenders or any of their Subsidiaries, the Borrower or any of its Subsidiaries, the Administrative Agent or any other Agent-Related Persons, made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack

of knowledge of the material non-public information, (3) none of the Borrower or any of its Subsidiaries shall be required to make any representation that it is not in possession of material non-public information, (4) none of the Borrower any of the its Subsidiaries, the Administrative Agent or any other Agent-Related Persons shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Borrower or any of its Subsidiaries, the Administrative Agent and any other Agent-Related Persons, under applicable Laws or otherwise, with respect to the nondisclosure of the material non-public information and (5) that the material non-public information may not be available to the Administrative Agent or the other Lenders.

(n) The aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased by, or contributed to (in each case, and immediately cancelled hereunder), the Borrower pursuant to Section 10.07(h) or (m) and the principal repayment installments with respect to the Term Loans of such Class pursuant to Section 2.07, as applicable, shall be reduced *pro rata* by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently cancelled), with such reduction being applied solely to the Term Loans of the Lenders which sold such Term Loans.

Notwithstanding anything herein to the contrary, each of the Administrative Agent and the Borrower hereby consents to each assignment of Initial Term Loans, 2018 Incremental Term Loans, 2020 Refinancing Term Loans, 2023 Refinancing Term Loans ~~effected or~~, 2023-A Refinancing Term Loans ~~or~~ 2024 Refinancing Term Loans effected (or to be effected) by the Lead Arrangers (or any of their respective affiliates) to any of them (or any of their respective affiliates) or ultimate lenders of record under this Agreement (the identities and allocations of which were approved by the Borrower prior to the Closing Date, the First Amendment Effective Date, the Third Amendment Effective Date, the Fourth Amendment Effective Date ~~or~~, the Fifth Amendment Effective Date or the Sixth Amendment Effective Date, as applicable) in connection with the primary syndication of the Initial Term Loans, the 2018 Incremental Term Loans, the 2020 Refinancing Term Loans, the 2023 Refinancing Term Loans ~~or~~, the 2023-A Refinancing Term Loans ~~or~~ the 2024 Refinancing Term Loans, as applicable.

Section 10.08 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information in accordance with its customary procedures (as set forth below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective directors, officers, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Transaction or the Loan Documents (or the transactions contemplated therein), who are informed of the confidential nature of such Information and instructed to keep such Information confidential, (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), in which case, the Administrative Agent and the Lenders agree to inform the Borrower promptly thereof prior to such disclosure, unless such Person is prohibited by applicable Laws from so informing the Borrower, or except in connection with any request as part of any regulatory audit or examination conducted by bank accountants or any governmental or regulatory authority exercising examination or regulatory authority, (c) to the extent required by applicable Laws or by any subpoena or similar legal process; *provided* that the Administrative Agent or such Lender, as applicable, agrees that it will notify the Borrower promptly thereof, unless such notification is prohibited by law, rule or regulation, or except in connection with any request as part of any regulatory audit or examination conducted by accountants or any governmental or regulatory authority exercising examination or regulatory authority, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions at least as restrictive as those of this Section 10.08, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be an Additional Lender or (ii) any actual or prospective direct or indirect counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) on a confidential basis, to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Facilities hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the Facilities, (h) with the consent of the Borrower, (i) to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent in connection with the administration and management of this Agreement and the Loan Documents and the Commitments (it being understood that, prior to any such disclosure, such agency, bureau, data collector, or service provider shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender) or (j) to the extent such Information (i) is at the time of such disclosure, or becomes, publicly available other than as a result of a breach of this Section by such Person or any Person identified in clause (a) above or (ii) is at the time of such disclosure, or becomes, available to the Administrative Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower

or any of its Subsidiaries, and which source is not known by such Agent or Lender, after due inquiry, to be subject to a confidentiality restriction in respect thereof in favor of the Borrower or any Affiliate of the Borrower; *provided, however*, that no disclosure pursuant to clause (a) or (f) shall be made to any Disqualified Institution to the extent identified on a list of Disqualified Institutions that has previously been provided to the Lead Arrangers or the Administrative Agent (to be made available to the Lenders).

For purposes of this Section, “**Information**” means all information received from any Loan Party or any Subsidiary thereof (including, for the avoidance of doubt, their respective directors, officers, employees, members of managements, consultants, representatives, agents and advisors) or in connection with an inspection of the books, records or properties of the Borrower or the Subsidiaries relating to any Loan Party or any Subsidiary thereof or their respective businesses, other than any such information that is available to the Administrative Agent, or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary; it being understood that all information received from any of the Borrower or any Subsidiary after the date hereof shall be deemed confidential unless such information is clearly identified at the time of delivery as not being confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so in accordance with its customary procedures if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning any of the Borrower or a Subsidiary, as the case may be, (b) it has policies and procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Laws, including United States Federal, state and foreign securities Laws, in accordance with its policies and procedures.

Section 10.09 Set-off. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable Laws, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate, as the case may be, to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Obligations (other than, with respect to any Guarantor, Excluded Swap Obligations of such Guarantor), irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such other Loan Party may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of set-off) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such set-off and application made by such Lender, as the case may be; *provided* that the failure to give such notice shall not affect the validity of such set-off and application.

Section 10.10 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Laws (the “**Maximum Rate**”). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Laws, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder. If any provision of this Agreement or of any of the other Loan Documents would obligate the Borrower or a Guarantor to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by applicable Law in Canada or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable Law or so result in a receipt by such Lender of interest at a criminal rate,

such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Lender under the applicable Loan Document, and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute “interest” for purposes of Section 347 of the *Criminal Code* (Canada).

Section 10.11 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and the Administrative Agent Fee Letter, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.12 Electronic Execution of Assignments and Certain Other Documents. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including, without limitation, Assignment and Assumptions, amendments or other Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including (i) the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the *Uniform Electronic Transactions Act* and (ii) Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws in Canada based on the *Uniform Electronic Commerce Act of the Uniform Law Conference of Canada* or its *Uniform Electronic Evidence Act*, as the case may be; *provided that* notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent, the Collateral Agent and each Lender, regardless of any investigation made by the Administrative Agent, the Collateral Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent, the Collateral Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.14 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.15 GOVERNING LAW, JURISDICTION AND ARBITRATION.

(a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) THE BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT, HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

(c) THE BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 10.16 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.17 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent and the Administrative Agent shall have been notified by each Lender that each such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and permitted assigns.

Section 10.18 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party under any of the Loan Documents or the Secured Hedge Agreements (including the exercise of any right of set-off, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the Administrative Agent (which shall not be withheld in contravention of Section 9.04). The provision of this Section 10.18 is for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 10.19 [Reserved].

Section 10.20 PATRIOT Act Notice. Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to

obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the PATRIOT Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

Section 10.21 Service of Process. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.22 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates’ understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Agents, the Lead Arrangers, the Co-Managers and the Lenders are arm’s-length commercial transactions between the Borrower and their respective Affiliates, on the one hand, and the Agents, the Lead Arrangers, the Co-Managers and the Lenders, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Agents, the Co-Managers and the Lead Arrangers are and have been, and each Lender is and has been, acting solely as a principal and, except as expressly agreed in writing by the relevant parties, have or has not been, are or is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) none of the Agents, the Lead Arrangers, the Co-Managers nor any Lender has any obligation to the Borrower or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Agents, the Lead Arrangers, the Co-Managers, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and their respective Affiliates, and none of the Agents, the Lead Arrangers, the Co-Managers nor any Lender has any obligation to disclose any of such interests to the Borrower or any of their respective Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Agents, the Lead Arrangers, the Co-Managers or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.23 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “**Judgment Currency**”) other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the “**Agreement Currency**”), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable Law).

Section 10.24 Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

Section 10.25 Appointment of Hypothecary Representative for Quebec Security. For the purposes of the grant of security under the laws of the Province of Quebec which may now or in the future be required to be provided by any Obligor, Barclays is hereby irrevocably authorized and appointed by each of the Lenders to act as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for all present and future Lenders and the other Secured Parties (in such capacity, the “**Hypothecary Representative**”) in order to hold any hypothec granted under the laws of the Province of Quebec and to exercise such rights and duties as are conferred upon the Hypothecary Representative under the relevant deed of hypothec and Applicable Laws (with the power to delegate any such rights or duties). The execution prior to the date hereof by Barclays in its capacity as the Hypothecary Representative of any deed of hypothec or other security documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. Any Person who becomes a Secured Party shall be deemed to have consented to and ratified the foregoing appointment of Barclays as hypothecary representative. For greater certainty, Barclays, acting as the Hypothecary Representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Administrative Agent and the Collateral Agent in this Agreement, which shall apply mutatis mutandis. In the event of the resignation of the Administrative Agent or the Collateral Agent (which shall include its resignation as the Hypothecary Representative) and appointment of a successor Administrative Agent or Collateral Agent, such successor Administrative Agent or Collateral Agent shall also act as the Hypothecary Representative unless and until a successor hypothecary representative is otherwise appointed.

Section 10.26 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

231

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

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

Section 10.27 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Secured Hedge Agreements or any other agreement or instrument that is a QFC (such support, “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): in the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special

Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 10.28 Certain ERISA Matters.

Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

232

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

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233

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GFL ENVIRONMENTAL INC.,
as the Borrower

By: _____
Name:
Title:

[Signature Page to GFL Environmental Term Loan Credit Agreement]



CODE OF ETHICS

Section 1 Purpose

The purpose of this Code of Ethics (“**Code**”) is to communicate GFL Environmental Inc.’s commitment to conducting business with integrity, honesty and respect, in compliance with applicable laws, regulations and policies, and in a manner that preserves GFL Environmental Inc.’s reputation and deters unethical behavior and wrongdoing. This Code provides an overview of requirements, standards and expectations to guide you in carrying out your duties for, your dealings with, and when acting as a representative of, GFL Environmental Inc. It is not intended to cover every issue that may arise and may be supplemented by other policies that may be adopted by GFL Environmental Inc. from time to time.

Section 2 Application

This Code applies to all members of the board of directors, officers, employees, consultants, contractors and agents (collectively “**Representatives**”) of GFL Environmental Inc. and its affiliates and subsidiaries worldwide (collectively “**GFL**” or the “**Company**”). Adherence to this Code is a condition of employment with, or of providing services to, GFL. In this Code, we refer to our principal executive officer, principal financial officer, principal accounting officer and controller, or persons performing similar functions, as our “principal financial officers.” This Code, as applied to the Company’s principal financial officers, shall be the Company’s “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002, as amended, and the rules promulgated thereunder.

Section 3 Ethics and Integrity

3.1 Standards of Good Professional Ethics

All of GFL’s business activities and affairs must be carried out ethically and honestly. GFL expects all Representatives to conduct themselves with honesty and integrity and to avoid even the appearance of improper behavior. Anything less is unacceptable and may be treated as a serious breach of duty.

3.2 Good Ambassadorship

All Representatives are ambassadors of GFL and its brands. All Representatives shall represent GFL professionally, and act and communicate in a manner which upholds its good reputation and image at all times. This includes through the use of social media and other forms of digital or other communications. As Representatives’ actions are seen to reflect those of GFL, all actions must reflect the policies and standards of GFL.

3.3 Compliance with Laws, Code and Policies

All Representatives shall comply with the laws, rules and regulations of the jurisdictions where they carry out their duties and all jurisdictions where GFL conducts its business activities, including insider trading laws. Compliance with these laws, rules and regulations includes compliance with applicable trade sanctions and import/export restrictions. All Representatives shall comply with this Code and all GFL policies that apply to them, including, without limitation, the Insider Trading Policy, the Anti-Corruption Policy and the Whistleblower Policy.

3.4 Bribery

In the United States and Canada, and in many other countries, it is illegal and/or contrary to applicable ethical codes, to provide, offer or accept a kickback or bribe. A kickback or bribe may be defined as any money, fee, commission, credit, gift, gratuity, loan, reward, advantage, benefit, thing of value or compensation of any kind that is provided, directly or indirectly, and that has as one of its purposes the improper obtaining or rewarding of favorable treatment in a business transaction. GFL's policy is that kickbacks and bribes are illegal and not allowed.

Bribery, anti-kickback or similar laws could be applicable when a Representative receives or is offered payments, gifts or gratuities that might unduly influence GFL's business judgment or practices. Representatives must comply with this Code, the Anti-Corruption Policy and all GFL policies that apply to them and, if offered payments, gifts or other gratuities that might unduly influence the conduct of GFL's business, should seek guidance from the Chief Legal Officer.

3.5 Vendors, Suppliers, Customers and other Third Parties

GFL is committed to treating all of its vendors, suppliers, customers and other third parties fairly, honestly and courteously. Representatives are to avoid unfair buying tactics and favoritism, and never take unfair advantage of any third party through manipulation, concealment, misrepresentation of material facts or any other unfair practice.

Legally, GFL may be held liable for the actions of any third party acting on GFL's behalf, including agents, representatives, business partners or promoters, as if GFL had performed such actions. It is every Representative's responsibility to ensure that a compliance due diligence is performed prior to entering into business relationships with third parties. All agreements with vendors, suppliers, customers and third parties must be in writing and must specify the goods and services to be provided and the fees to be paid. Such agreements must be in line with reasonable competitive and market practices, the principles established in this Code and relevant corporate policies. Any material agreements must be reviewed by the Chief Legal Officer. Throughout the business relationship, Representatives must continuously and properly monitor such third parties to prevent misconduct.

3.6 Fair Competition

Antitrust laws in the United States and Canada are designed to protect competition. Generally speaking, the following types of topics, and any others that may limit competition, should never be discussed with a competitor (including a potential or prospective competitor): prices, pricing policy, discounts or rebates (including competitive bidding practices); costs, profits, or profit margins; terms or conditions of sale, including credit terms and return policies; division of markets, market territories, customers or sales territories; market share of any products; marketing, advertising or promotional plans; controlling, preventing or reducing the supply of any product; pricing or promotional practices of wholesalers, dealers, distributors or customers; classifying, rejecting, terminating or allocating customers; or any other non-public and/or competitively sensitive information about GFL or a competitor.

Each Representative is responsible for making sure that his or her actions on behalf of the Company do not in any way violate or appear to violate antitrust laws or regulations. When in doubt, seek assistance from the Chief Legal Officer.

3.7 Fair Dealing

All business dealings undertaken on behalf of GFL, including with its security holders, customers, suppliers, competitors and employees, must be conducted in a manner that preserves GFL's integrity and reputation. GFL seeks to avoid misrepresentations of material facts, manipulation, concealment, abuse of privileged or confidential information and any other illegal or unfair practices in all activities undertaken by or on behalf of GFL.

3.8 Conflicts of Interest

A "conflict of interest" can occur when a Representative's private interest interferes in any way – or even appears to interfere – with the interests of GFL. Representatives shall act honestly and in good faith in discharging their duties with a view to the best interests of GFL. This means that Representatives are expected to put the interests of GFL before their own.

A close personal relationship among employees can create or appear to create a conflict of interest in the employment setting. Employees should not give or receive any special consideration relating to employment or conditions of employment to or from people with whom they share a close personal relationship. Examples of close personal relationships include family (spouse, common-law partner, domestic partner, children, step-children, parents, siblings, grandparents, grandchildren, and other relatives by blood or marriage) or romantic or intimate relationships.

You must identify and disclose immediately to the Chief Human Resources Officer if you will be working with another employee with whom you share a close personal relationship in positions where a conflict of interest exists or may be perceived to exist (for example, where the positions serve as internal controls for each other, where there is a direct reporting relationship between the parties, or where either one has the authority to influence, directly or indirectly, any term or condition of employment of the other). Once the conflict of interest has been disclosed, the Chief Human Resources Officer, together with other members of the executive team as necessary, will determine how the conflict can be managed or avoided, including reassigning one of the parties if appropriate.

Representatives must avoid situations involving a conflict, or potential conflict, and shall promptly disclose any such conflict, or potential conflict, to the Chief Legal Officer, other than conflicts arising from close personal relationships in the employment setting which must be reported to the Chief Human Resources Officer as described above.

Directors have a statutory responsibility to disclose all actual or potential conflicts of interest and generally to abstain from voting on matters in which the director has a conflict of interest. A director is generally considered to have a “conflict of interest” in any situation in which a director has a personal or financial interest in a matter which is the subject of an action or decision by the Company that may reasonably be perceived to: (i) affect the objectivity of the director in carrying out his or her responsibilities and duties; or (ii) represent an advantage or gain to the director or other persons with whom the director does not deal at arm’s length. Directors’ conflicts of interests are discussed further in the Company’s Corporate Governance Guidelines.

All transactions that could potentially give rise to a conflict of interest involving a director, executive officer, or principal financial officer must be approved by the Board of Directors, and any such approval will not be considered a waiver of this Code.

3.9 Service on Other Boards

No officer of GFL may serve as a member of the board of directors of any other company that is organized for profit without the approval of the Nominating, Governance and Compensation Committee of the board of directors of the Company.

3.10 Corporate Opportunities

Representatives are prohibited from taking for themselves personally opportunities that arise through the use of corporate property, information or position and from using GFL property, information or position for personal gain. Representatives are also prohibited from competing with GFL, directly or indirectly, and owe a duty to GFL to advance the legitimate interests of the Company when the opportunity arises.

3.11 Gifts and Entertainment

Representatives shall perform their duties and arrange their personal business affairs in a manner that does not interfere with their independent exercise of judgment. Representatives shall not give or accept any gift, favour, entertainment, special accommodation or other items of value, to or from any vendors, suppliers, potential candidates, potential or actual business partners or other third parties except in strict compliance with this Code and with applicable law. No one working for GFL shall accept financial compensation of any kind, nor any special discount, loan or favor, from persons, corporations or organizations having dealings or potential dealings with GFL.

3.12 Charitable and Political Activities

GFL values the culture of giving, of social engagement and of caring for others. GFL wants to foster good relations within the communities where it operates. Representatives are encouraged to participate in local activities that address the needs of the communities in which they live and work and to participate as a private citizen in government and the political process, using their own money and their own time. It should always be clear to outside observers that these are your personal actions and not actions taken on behalf of GFL.

Make sure your involvement in charitable or political activities is not prohibited by other Company policies or suggestive of anything improper, and do not use, without specific written authorization, any Company funds or resources to help or promote any charitable cause or political candidate or party.

Section 4 Safe, Respectful and Inclusive Workplace

4.1 No Discrimination or Harassment

GFL is committed to providing a collegial working environment in which all individuals are treated with dignity and respect. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices. In accordance with the Company's Human Rights Policy, any discrimination or harassment, including on the basis of age, color, creed, disability, ethnic origin, gender (including pregnancy, childbirth or related medical conditions), marital status, national origin, political belief, race, religion, sexual orientation, gender identity, gender expression, genetic information, military or veteran status, citizenship status, or any other characteristics protected by law, is strictly prohibited. For more information, please see the Human Rights Policy.

4.2 Workplace Safety

GFL is committed to providing a safe and healthy work environment that complies with all relevant laws and regulations. Workplace violence is not tolerated. Each Representative must comply with the applicable Drug and Alcohol Policies that, among other things, prohibit Representatives from misusing alcohol or legal drugs (prescribed or un-prescribed), using any illegal drugs, or reporting for duty or remaining on duty under the influence of alcohol or drugs, as such behavior may jeopardize job safety and/or performance and violate applicable laws.

Section 5 Safeguarding GFL's Assets and Information

5.1 Protection and Proper Use of GFL's Assets

All Representatives shall deal with GFL's assets, including all data, information (confidential or otherwise), records, products, material, facilities, inventory, "know-how", trade secrets, trademarks, copyrights and other intellectual property, and equipment, with the strictest integrity and with due regard to the interests of the Company. We must maintain the accuracy, confidentiality, privacy and security of these types of information in order to comply with all applicable privacy laws. Similarly, Representatives must not disclose commercially confidential or otherwise sensitive information. GFL's assets may not be used for personal gain or benefit. In addition, all Representatives must act in a manner to protect such assets from loss, damage, misuse, theft, misappropriation, disparagement and waste, and ensure that such assets are used only for legitimate business purposes.

-5-

GFL expects its employees to use internet access for business-related purposes (i.e., to communicate with customers and suppliers, to research relevant topics and to obtain useful business information). All existing GFL policies apply to conduct on the internet, particularly (but not exclusively) those policies dealing with intellectual property protection, privacy, misuse of GFL's resources, sexual harassment, information and data security and confidentiality. All employees must take special care to maintain clarity, consistency and integrity of GFL's corporate image and posture.

5.2 Confidentiality of GFL's Information

Information is one of GFL's key assets. It is GFL's policy to ensure that its proprietary and confidential information, including proprietary and confidential information that has been entrusted to GFL by others ("**Confidential Information**"), is adequately safeguarded. All Representatives are responsible for protecting Confidential Information, including information about GFL's business, assets, opportunities, suppliers and competitors, intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records, and any non-public financial data or reports, from unauthorized advertent or inadvertent disclosure.

5.3 Communications

Representatives should take care to ensure that all business records and communications (including email, texts and instant messages) are clear and accurate. Please remember that your business communications may be shared or become public through litigation, government investigation or publication in the media. Potential risks from inaccurate or misleading statements include claims of false advertising, misrepresentation, breach of contract, securities fraud, unfair disclosure and competition violations.

Representatives may not give an endorsement or other statement on behalf of GFL or personal endorsement that identifies your affiliation with GFL, except when approved by the Chief Legal Officer. In addition, Representatives may not discuss GFL's business, including financial condition, business or financial performance, products or business prospects with anyone, including but not limited to financial analysts, actual, or potential investors without the prior approval of the Chief Legal Officer. All requests for a representative of GFL to participate in a financial conference (including speaking on a panel, or attending a dinner or any event that targets the financial community) must be referred to the Chief Legal Officer for approval. If any such analysts or investors contact you, please refer such inquiries to the Chief Legal Officer. For more information, please see the Disclosure Policy.

5.4 Inside Information and Insider Trading Laws

Representatives are prohibited from buying or selling shares of GFL if they are aware of nonpublic material information about GFL (also referred to as “**inside information**”). Trading in shares while in possession of nonpublic material information is a violation of insider trading laws.

Material information can be positive or negative. Information is “material” if it would influence a reasonable investor in deciding whether to buy, sell or hold GFL's shares or, if disclosed to the public, would reasonably be expected to have a significant effect on the market price or value of the shares. Possible examples include financial information such as consolidated revenue numbers, financial projections or the Company's financial performance, loss of existing material contracts or the entering into of new material contracts, the hiring or departure of key personnel and significant customer issues. Information is considered to be “public” one trading day after it has been widely released to the public through a press release or by making a SEDAR+ filing, giving the public markets adequate time to digest the material information.

-6-

Representatives are prohibited from disclosing inside information pursuant to the Insider Trading Policy. Only certain individuals who are authorized may publicly disclose nonpublic material information as provided in the Disclosure Policy. Improper disclosure, even accidentally, can violate insider trading laws. Disclosing nonpublic material information to other people, including immediate family members or friends, or recommending the purchase or sale of GFL's shares to others while aware of nonpublic material information, is known as “*tipping*” and is illegal. A person who receives the information (i.e. is “tipped”) and then trades in GFL shares or informs others of that information is also in violation of insider trading laws. For more information, please see the Insider Trading Policy.

5.5 Financial Integrity and Responsibility

Representatives are expected to act responsibly and exercise sound judgment with respect to matters involving company finances. Representatives must adhere to all applicable accepted accounting standards and practices, keep accurate, complete and timely records, submit accurate and complete reports as required, comply with GFL's system of internal controls and sign only those documents you believe to be correct and complete. The Company's principal financial officers and other employees working in the finance department have a special responsibility to ensure that all of our financial disclosures are full, fair, accurate, timely and understandable. These employees must understand and strictly comply with International Financial Reporting Standards as issued by the International Accounting Standards Board and all standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.

GFL will not (i) establish any undisclosed or unrecorded funds or assets for any purpose, (ii) enter into side agreements or other informal arrangements, either written or oral or (iii) take any actions or fail to take any actions that would cause its financial records or financial disclosure to fail to comply with generally accepted accounting principles and all applicable laws, rules and regulations. All Representatives must cooperate fully and completely with GFL's accounting and audit teams, as well as GFL's independent public accountants and counsel, providing them with complete and accurate information and assistance. Representatives are prohibited from coercing, manipulating, misleading or improperly influencing GFL's internal or external auditors at any time. Representatives are prohibited from knowingly making, or causing or encouraging any other person to make, in any of GFL's public disclosure, any false

or misleading statements, or omitting to state any information necessary to make the disclosure complete and accurate in all material respects.

If you suspect or observe any irregularities relating to financial integrity and responsibility, immediately report them to the Chief Legal Officer or the Audit Committee.

Section 6 Compliance With and Violations Of The Code

The Audit Committee is responsible for reviewing and evaluating this Code at least annually and will recommend any necessary or appropriate changes to the Board of Directors of the Company for consideration.

6.1 Questions

If you have any questions about how this Code should be followed in a particular case, please contact the Chief Legal Officer.

-7-

6.2 Reporting Violations of the Code – Whistleblower Policy

All Representatives shall adhere to GFL's commitment to conduct its business and affairs in a lawful and ethical manner. All Representatives are encouraged to talk to the Chief Legal Officer or the management team when in doubt about the best course of action in a particular situation and to report any breach or suspected breach of law, regulation, this Code or any of GFL's corporate policies.

GFL has adopted a Whistleblower Policy which provides procedures for reporting any breach or suspected breach of law, this Code or any of GFL's corporate policies.

GFL prohibits retaliatory action against any Representative who, in good faith, reports a possible violation of this Code. Any Representative who believes he or she has been retaliated against should promptly report it to the Chief Legal Officer.

6.3 Consequences of Violation of the Code

Representatives may be required to certify their understanding of and compliance with this Code from time to time as applicable. Failure to comply with the Code may result in severe consequences, which could include internal disciplinary action or termination of employment or other arrangements without notice. Disciplinary action may be taken: (a) against persons who authorize or participate directly in actions that violate this Code; (b) against any person who deliberately fails to report a violation or deliberately withholds relevant and material information about a violation of this Code; (c) against the violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision or lack of diligence; and (d) against any supervisor who retaliates, directly or indirectly, or encourages others to do so, against an employee who reports a suspected violation of this Code.

Violation of the Code may also violate certain Canadian, U.S. and/or other laws. If it appears a Representative may have violated such laws, the Company may refer the matter to the appropriate authorities, which could lead to legal proceedings, penalties, fines or imprisonment.

6.4 Waivers of the Code

Waivers or exceptions to this Code will be granted only in advance and under exceptional circumstances by the Audit Committee. Any waiver of this Code with respect to a director, principal financial officer or executive officer of GFL may be granted only by the Board of Directors. Any such waiver shall be disclosed to the extent and in the manner required by applicable laws or stock exchange rules.

6.5 Publication of the Code

This Code, and any amendments, shall be posted on:

- The Company's website at www.gflenv.com; and

- The SEDAR+ website at www.sedarplus.ca.

Dated: July 31, 2024

Approved by: Board of Directors of the Company
