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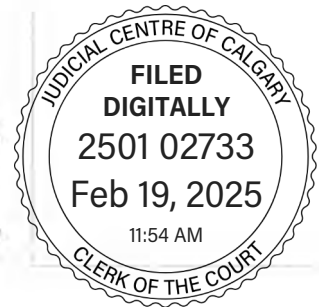
COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *COOPERATIVES ACT*,
SA 2001, c C-28.1

AND IN THE MATTER OF THE RECEIVERSHIP
OF PICTURE BUTTE FEEDER COOPERATIVE



APPLICANT

PICTURE BUTTE FEEDER COOPERATIVE

DOCUMENT

AFFIDAVIT OF TONY ANKERMANN

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

CASSELS BROCK & BLACKWELL LLP

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Calgary, AB T2P 5C5

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File No. 061429-00005

AFFIDAVIT OF

Tony Ankermann

SWORN ON

February 18, 2025

I, TONY ANKERMANN, of the Hamlet of Iron Springs, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the Vice-Chairman and a member of the board of directors of Picture Butte Feeder Cooperative ("**PBFC**"), and as such have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief, and where so stated I do verily believe the same to be true.
2. I have been authorized to swear this affidavit as a representative of PBFC.
3. All references to currency in this affidavit are references to Canadian dollars unless otherwise indicated.

I. NATURE OF APPLICATION AND OVERVIEW OF RELIEF SOUGHT

4. This affidavit is sworn in support of an Originating Application (the "**Application**") filed by PFBC for:
- (a) an order (the "**Restructuring Officer Order**"), among other things:
 - (i) abridging the time for service and deeming service of the Originating Application (the "**Application**") and supporting materials to be good and sufficient;
 - (ii) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as receiver-manager (in such capacity, the "**Restructuring Officer**") pursuant to section 299(1) of the *Cooperatives Act*, SA 2001, c C-28.1 (the "**Cooperatives Act**") and section 13(2) of the *Judicature Act*, RSA 2000, c.J-2 over all of the current and future assets, undertakings and properties of PFBC (the "**Property**");
 - (b) an order sealing my confidential affidavit, sworn February 18, 2025 (the "**Confidential Affidavit**") until further order of the Court of King's Bench of Alberta (the "**Court**"); and
 - (c) such further and other relief, advice and directions as the Court may deem just and appropriate.

II. OVERVIEW OF OPERATIONAL DIFFICULTIES AND NEED FOR APPOINTMENT OF RESTRUCTURING OFFICER

A. The FALG Program and Feeder Associations in Alberta

5. PBFC is an Alberta cooperative that was established in 1991. PBFC operates as a feeder association and is the largest of the 45 feeder associations in Alberta in terms of borrowings and use of the provincial guarantee available under Feeder Associations Loan Guarantee Program (the "**FALG Program**"), which program is described in more detail below.
6. A feeder association is a cooperative set up and managed by livestock producers that enters into agreements with its members with the objective of assisting its members to grow, finish, or otherwise deal with livestock or livestock products. More particularly, PBFC (like other feeder associations) assists its members in acquiring livestock by providing easy access to low-interest, leveraged financing backed by a government guarantee as part of the FALG Program.
7. The FALG Program has been supporting farmers in Alberta and other provinces for over eight decades. The FALG program typically finances 17% to 24% of the cattle calf crop in Alberta each year, thereby providing a significant portion of the lending requirements of, and vital support to, the Alberta livestock industry.

8. Under the FALG Program, feeder associations obtain a credit facility with a traditional lender (or syndicate of lenders) and can then draw on that credit facility to provide members of the feeder association with loans for specified purposes. A portion of the credit facility obtained by a feeder association is guaranteed by the Province of Alberta (the "**Province**"), which assists in incentivizing lenders to provide the feeder associations with access to credit. The benefit of the FALG Program to members of a feeder association is that it allows members to apply to a feeder association directly to obtain loans at pre-negotiated rates and on standard documentation, rather than individually seeking out loans from traditional lenders. In this way, members can obtain relatively straightforward and easy access to capital, that may not otherwise be available to the individual members.
9. The majority of PBFC's members (the "**Members**") are located in southern Alberta. As discussed in more detail below, as at January 31, 2025, the total amount owing to PBFC by its Members under the FALG Program was approximately \$281,266,976.

B. Investigations and Issuance of Ministerial Order

10. Between September 7, 2023, and May 15, 2024, the Inspection and Investigation Section of Alberta Agriculture and Irrigation (the "**Ministry**"), undertook various inspections of PBFC. On January 27, 2025, the Ministry issued an order (the "**Order**") under section 6(1) of the *Feeder Association Guarantee Act* (Alberta) ("**FAGA**") that prohibited PBFC from making any further advances to Members under the FALG Program. Attached hereto and marked as **Exhibit "A"** is a copy of the Order and accompanying covering letter.
11. As result of the issuance of the Order, PBFC's Members are currently unable to access a key source of financing that is critical to many Members' operations and livelihoods.
12. Following the issuance of the Order, and in an attempt to resolve the concerns raised by the Ministry, representatives of the Feeder Association of Alberta ("**FAA**") (an umbrella association to which all feeder associations in Alberta belong) met with representatives of the Ministry on February 7, 2025 to determine the steps that PBFC would need to take for the Order to be lifted.
13. Following the FAA's meeting with the Ministry, the FAA provided PBFC with a non-exhaustive list of action items that the FAA understood PBFC would need to undertake for the Order to be lifted. The action items that the Ministry wants PBFC to undertake for the Order to be lifted require a substantial number of personnel and operational changes, which I and other members of the board of directors of PBFC (the "**Board**") believe will require the assistance of professionals outside of PBFC. Given the serious concerns raised by the Ministry and the nature and scope of the action

items to be undertaken by PBFC, the Board resolved to apply to the Court to seek the appointment of a Restructuring Officer.

14. In seeking the appointment of a Restructuring Officer, PBFC's intentions are to make the changes necessary within PBFC to ensure that PBFC is best positioned for continued operational success going forward, ideally with the support of the Ministry and Lenders (as defined below).
15. This proceeding is not intended to be a liquidation of PBFC's business or assets. Rather, I anticipate that the appointment of the Restructuring Officer will allow for the following (among other things):
 - (a) the development of a comprehensive set of corporate governance policies and procedures (collectively, the "**Policies**") that will address the concerns of the Ministry;
 - (b) the hiring of a new administrator and supervisor, which are regulated roles pursuant to the *Feeder Associations Guarantee Regulation* (Alberta) ("**FAGR**");
 - (c) the implementation of the Policies, which PBFC anticipates will include running a fair and transparent election to appoint a new board of directors of PBFC at an appropriate time; and
 - (d) the transition of PBFC out of the control of the Restructuring Officer into the control of a newly elected board of directors, so that PBFC can resume its normal operations with the revised and improved Policies in place.

III. OVERVIEW OF PBFC'S OPERATIONS AND LOAN PROGRAMS

A. PBFC's Cooperative Structure

16. As described above, PBFC is an Alberta cooperative continued under the *Cooperatives Act*. PBFC administers the FALG Program to its Members. Attached hereto and marked as **Exhibit "B"** is a copy of the Alberta corporate registry search for PBFC.
17. PBFC holds 100% voting and outstanding shares of 2415082 Alberta Ltd. ("**241 Ltd.**"), a corporation incorporated pursuant to the laws of Alberta with a registered office in Lethbridge, Alberta. 241 Ltd. owns and holds certain software and intellectual property rights that are used in the business of PBFC and its Members. Attached hereto and marked as **Exhibit "C"** is a copy of the Alberta corporate profile search for 241 Ltd.

B. PBFC's Membership and Loan Programs

18. As at August 31, 2024, PBFC had a total of 227 active and inactive members. To become a member of PBFC, prospective members must (among other things) complete an application form that is

reviewed by the Board and undergo an inspection and interview by PBFC's supervisor. PBFC will also perform certain requested credit checks on prospective members and, if a prospective member is ultimately approved, the Board will establish the approved lending limit for each Member.

19. As part of the FALG Program, PBFC offers its Members two types of loans: (i) cattle purchase loans ("**Purchase Loans**"); and (ii) cattle equity draw program loans ("**Equity Loans**").
20. Although not all Members have outstanding loans through PBFC, membership with PBFC is a prerequisite to obtaining a Purchase Loan or an Equity Loan from PBFC.
21. Before supplying a Member with livestock purchased with proceeds of Purchase Loan or providing a Member with an Equity Loan, the Member must enter into a Member Agreement with PBFC (the "**Membership Agreement**"). Attached hereto and marked as **Exhibit "D"** is a copy of the Membership Agreement.
22. As noted previously, at January 31, 2025, the total amount owing to PBFC by its Members under both the Purchase Loan and Equity Loan programs was \$281,266,976.

Purchase Loans

23. The purpose of Purchase Loans is to assist new or existing Members in financing the purchase of livestock for growing and/or finishing.
24. Purchase Loans are available to both new and existing Members and each Member's lending limit under this program is determined by the Board. However, the maximum borrowing limit for each Member under the Purchase Loans program is capped at \$3 million.
25. Members are required to repay the Purchase Loans in full within one year, although Members can request a 90-day extension to the repayment date.
26. As set out in the Membership Agreement, all livestock purchased using a Purchase Loan is property of PBFC and is typically tagged or branded as PBFC livestock and used as collateral to secure the Purchase Loans advanced to Members. Livestock purchased using a Purchase Loan does not become property of the Member until such time as the Purchase Loan is repaid in full. Until the Purchase Loan is repaid in full, Members have a contingent interest in the livestock and the sale proceeds of the livestock as described in section 3.2 of the Membership Agreement.

Equity Loans

27. The purpose of Equity Loans is to provide existing Members with advances, where a Member has equity in their existing livestock.

28. Equity Loans are only available to existing Members. Under the Equity Loan program, livestock owned by Members or livestock in which Members have a contingent interest as a result of having obtained a Purchase Loan can be used as collateral to allow a Member to obtain an advance on the equity in that livestock. The available "equity" in a Member's livestock (or a Member's interest in that livestock) is determined using a calculation based on the weight of the livestock and Members can access up to 75% of the equity in the livestock, less the interest payable on the Equity Loan.

C. PBFC's Lending Arrangements with Syndicate of Lenders

29. As noted previously, under the FALG Program, the Province will guarantee a portion of a loan made by a lender to a feeder association.
30. On October 19, 2022, the Bank of Montreal ("**BMO**"), as the administrative agent (in such capacity, the "**Agent**") for a syndicate of lenders (collectively, the "**Lenders**"), and PBFC entered into a First Amended and Restated Credit Agreement (as amended or amended and restated, the "**Credit Agreement**"). Pursuant to the terms of the Credit Agreement, the Lenders made available to PBFC revolving credit facilities in the total maximum amount of \$335,000,000 (the "**Facilities**"). The purpose of the Facilities is to finance loans from PBFC to its Members under the FALG Program. Attached hereto and marked as **Exhibit "E"** is a copy of the Credit Agreement.
31. In accordance with the FALG Program, the Province provided a guarantee to the Lenders in the amount of 15% of the total amount of the Facilities pursuant to a guarantee agreement dated June 19, 2017 between PBFC, the Agent and the Province (the "**Provincial Guarantee**"). Effective July 17, 2024, the maximum aggregate liability under the Provincial Guarantee was reduced from \$60,000,000 to \$50,250,000 pursuant to a letter issued by the Province on July 17, 2024, (the "**Decrease Letter**"). A copy of the Decrease Letter is attached hereto and marked as **Exhibit "F"**. As of the date of swearing this affidavit, I have been unable to locate a copy of the Provincial Guarantee.
32. As of January 31, 2025, the total amount owing by PBFC to the Lenders under the Credit Agreement is \$281,266,976 (the "**Indebtedness**"), being approximately the same as what PBFC lent to its Members.

D. Member Security Deposits

33. Under the FALG Program, PBFC is required to maintain a security deposit account with the Agent. The security deposit account is funded from security deposits collected from Members. Before a Member is supplied with livestock purchased with proceeds of a Purchase Loan or is given and advance under an Equity Loan, the Member is required to pay to PBFC an amount of not less than

5% of the Member's total monetary obligation owing to PBFC, excluding interest (the "**Security Deposits**").

34. The Security Deposits can be used by PBFC to pay amounts owing by PBFC to the Lenders under the Credit Agreement in respect of: (i) livestock for which a Member owes PBFC an overdue account; or (ii) an advance to a Member, the repayment of which is overdue, if PBFC would otherwise be unable to pay the amounts owing to the Lenders under the Credit Agreement.
35. As of January 31, 2025, the total amount of Member security deposits held by PBFC in the security deposit account is \$18,600,145.

E. Additional Regulatory Requirements

36. As a portion of the Indebtedness is guaranteed by the Province, I understand that PBFC must remain in compliance with the regulatory requirements set out in the FAGA and FAGR. It is my understanding that such regulatory requirements include, among other things that PBFC must be a member in good standing of the FAA, must have a local supervisor (a "**Supervisor**") and an administrator (an "**Administrator**"). As of the date of this affidavit, both the Supervisor and Administrator have resigned.

IV. PBFC'S ASSETS AND LIABILITIES

A. Assets

37. PBFC's primary assets consist of, among other things, the following:
- (a) cash and cash equivalents;
 - (b) personal property, such as office equipment and leasehold improvements;
 - (c) Purchase Loans and Equity Loans made to Members;
 - (d) cattle owned or collateralized by PBFC as a result of the Purchase Loans; and
 - (e) Security Deposits.
38. PBFC does not own any real property and operates out of a leased premises municipally located at #120, 876 Heritage Blvd W, Lethbridge, Alberta (the "**Leased Premises**").
39. PBFC's main revenue stream is derived from the spread of interest received from loans made to Members as compared to the interest rate charged by the Lenders under the Credit Agreement, along with other fees and amounts paid by members.

B. Liabilities

40. PBFC's primary liabilities consist of the Indebtedness.

V. REGULATORY CHALLENGES

41. As described above, PBFC's day to day business ground to a halt following the issuance of the Order. The Order was issued based on the recommendation of the Ministry following inspections performed by the Ministry between September 7, 2023, and May 15, 2024. Following the inspections, the Ministry prepared a report of its findings dated November 18, 2024 (the "**Report**"). A copy of the Report is attached to my Confidential Affidavit.
42. Pursuant to the Order, the Ministry is of the opinion that PBFC has failed to comply with the FAGA and FAGR by, among other things:
- (a) accepting Members who are ineligible for membership to a feeder association, contrary to subsections 11(1) and 11(2) of the FAGR;
 - (b) using guaranteed loan proceeds for improper purposes, contrary to section 4 of the FAGA and section 13 of the FAGR;
 - (c) supplying livestock and advances to ineligible Members, contrary to subsection 14(3) of the FAGR;
 - (d) providing more advances than allowed under the FALG Program, contrary to subsection 30(2) of the FAGR;
 - (e) supplying livestock to Members in excess of the prescribed limit for total monetary obligation, contrary to subsection 31(1) of the FAGR;
 - (f) failing to properly collect Member security deposits, contrary to subsection 33(1) of the FAGR;
 - (g) obstructing inspections and failing to provide reasonable assistance, contrary to subsection 9(3) of the FAGA; and
 - (h) failing to maintain adequate sales documents, contrary to section 17 of the FAGR.
43. Pursuant to the Order, the Ministry is also of the opinion that certain aspects of PBFC's operations are unsound, including practices by both PBFC's administration and the Board, as further enumerated in the Order.

44. As a result of the Order, the Lenders are prohibited from allowing PBFC to access the Facilities. This means that PBFC is currently not able to make Purchase Loans, Equity Loans, or repay Security Deposits to Members.
45. As noted previously, following the FAA's meeting with the Ministry, the FAA provided PBFC with a non-exhaustive list of action items that the FAA understood PBFC would need to undertake for the Order to be lifted, which action items require a substantial number of personnel and operational changes. The FAA summarized these action items (the "**Compliance Requirements**") in a memorandum issued to PBFC on February 13, 2025 (the "**Compliance Memorandum**"). A copy of the Compliance Memorandum is attached to my Confidential Affidavit.
46. The Compliance Memorandum specifically references certain findings from the Report, which are the subject of significant dispute by certain parties. The contents of the Report (as referenced in the Compliance Memorandum) also may be the subject of further legal proceedings by various parties, including PBFC. The disclosure of the information contained in the Report and Compliance Memorandum at this stage could prejudice PBFC and other parties referenced in the Report. As such, PBFC is seeking to seal my Confidential Affidavit until further Order of the Court. I am not aware of any stakeholders who will be prejudiced by the sealing of the Report and Compliance Memorandum.
47. Since the issuance of the Order, at the suggestion of the FAA (and we understand the Ministry) certain members of the Board have resigned effective immediately, and the remaining members of the Board have executed resignations that take effect immediately upon the appointment of a Restructuring Officer. While I can't speak for other members of the Board, my resignation (effective as of the date on which a Restructuring Officer is appointed) was tendered to allow PBFC to obtain the assistance it urgently requires to restructure its affairs and governance without any distraction associated with the current Board remaining in place.

VI. THE NECESSITY FOR URGENT RELIEF

48. PBFC is seeking urgent relief from this Court to, among other things, appoint a Restructuring Officer to assist PBFC in addressing all matters set out in the Compliance Memorandum and taking all other steps necessary to have the Order lifted so PBFC can resume its ordinary course operations.
49. The relief sought by PBFC is urgent for the following reasons, among others:
- (a) PBFC is presently unable to do the very thing it exists to do – provide quick and reliable access to funding for its Members;

- (b) if Members are unable to access funding through the PBFC, such Members may not be able to obtain financing elsewhere;
- (c) as described above, the Board has resigned or is in the process of resigning;
- (d) both the Supervisor and Administrator have resigned, leaving PBFC presently unable to meet all requirements of the FAGA and FAGR as well as the operational needs of PBFC;
- (e) PBFC's day to day business needs attention in order to ensure that existing loans are repaid and the funds applied appropriately to Member accounts;
- (f) PBFC's collateral requires supervision and inspection;
- (g) rumours are spreading throughout the Picture Butte community about the Order and PBFC, and urgent attention is required to bring stability and restore confidence in PBFC; and
- (h) time is of the essence to implement any necessary changes within PBFC required to have the Order withdrawn.

VII. APPOINTMENT OF RESTRUCTURING OFFICER

50. PBFC seeks the appointment of the Restructuring Officer for, amongst other things, the following reasons:
- (a) members of the Board (myself included) lack the time, experience and expertise necessary to implement the necessary changes required to fully address the concerns of the Ministry that gave rise to the Order. Rather, such efforts are best lead by an independent party experienced in distressed organizations, with the resources necessary to promptly address such issues;
 - (b) if an election were called immediately to replace the Board, I do not believe that the work required to address the Ministry's concerns that formed the basis of the Order would be completed by the time of such election. That is due to both the volume and complexity of the work, as well as because the expertise required to undertake it is not currently held within PBFC or the Board. Therefore, an immediate election would only exacerbate the issues;
 - (c) it is going to be very difficult, if not impossible, to recruit new members of the Board due to the current circumstances faced by PBFC, including the risk such potential directors would face upon appointment. My hope is that the Restructuring Officer can undertake the work

necessary to address the Ministry's concerns, hold an election and work with Members to restore faith in PBFC;


- (d) without a Restructuring Officer, Members, the Ministry and the Lenders may face irreparable harm as PBFC will not be able to recommence its business operations, for reasons, including, but not limited to:
 - (i) the longer PBFC is non-compliant with the Compliance Requirements, the more likely it becomes that Members will lose confidence in PBFC and its operations. Members may be forced to revoke their membership with PBFC to join another feeder association with the ability to provide the required funding;
 - (i) the resignation of the Board will leave PBFC without the ability to make the changes required by the Compliance Memorandum; and
 - (i) similarly, the Supervisor and Administrator have both resigned which renders PBFC effectively inoperative.
- (e) without adequate operations and oversights, the collateral of the Lenders that is the subject of the Provincial Guarantee is at risk;
- (f) a Court-appointment is necessary for the Restructuring Officer to carry out its duties efficiently and effectively. PBFC seeks to use an open and transparent court-process to address the Compliance Requirements and remedy its operations to preserve value for PBFC's Members and all other stakeholders;
- (g) if the Restructuring Officer is not appointed and PBFC is unable to satisfy the Compliance Requirements, there will be a significant and unprecedented disruption to the Members and their respective farming operations. This has the potential of creating a ripple effect throughout the Picture Butte area, considering that PBFC is the largest feeder association in Alberta;
- (h) A&M was recently retained by PBFC as its financial consultant and has worked with PBFC in the event that it became necessary to commence these proceedings. Since that time, A&M has participated in strategic discussions to create a plan to bring PBFC back in line with its regulatory obligations. As a result of the foregoing, A&M is well positioned to act as the Restructuring Officer for PBFC.

51. PBFC seeks the appointment of A&M as Restructuring Officer over the Property of PBFC. A&M has consented to act as the Restructuring Officer of PBFC in the within proceedings, subject to Court approval. Attached hereto and marked as **Exhibit "G"** is a copy of the consent from A&M to act as Restructuring Officer.
52. I believe it is just and convenient and necessary in the circumstances for a receiver-manager to be appointed.

VIII. CONCLUSION

53. The decision to commence these proceedings and request that a Restructuring Officer be appointed was not taken lightly. I am very mindful of the uncertainty that currently surrounds PBFC among its Members, and the considerable stress that has caused, including confusion and disruption to their operations. I am also, on behalf of PBFC, grateful for the relationship we have with the Lenders, who are a critical PBFC stakeholder.
54. It is therefore highly unfortunate and regrettable that PBFC has had to pursue the appointment of a Restructuring Officer. However, I verily believe that the appointment of a Restructuring Officer will provide PBFC and its Members with the best opportunity for PBFC to move forward, with fresh and updated corporate governance and operational policies in order to continue to serve its Members for decades to come in a transparent and responsible fashion.
55. I swear this affidavit in support of an order appointing A&M as the court appointed receiver-manager of the assets, undertakings and properties of PBFC and for no improper purpose.

SWORN BEFORE ME at Calgary, Alberta, this)
18th day of February, 2025.)



Commissioner for Oaths in and for the Province)
of Alberta)



TONY ANKERMANN)

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

This is Exhibit "A" to the Affidavit of Tony Ankermann, sworn this 18th day of February 2025



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta



ALBERTA
AGRICULTURE AND IRRIGATION

*Office of the Minister
MLA, Highwood*

January 28, 2025

Picture Butte Feeder Co-operative
120 – 876 Heritage Blvd West
Lethbridge, AB T1K 8G1

VIA COURIER

ATTN:

Shane Schooten, Chairman
Kevin Serfas, Director
Trevor Molenaar, Director
Melanie Fleischhauer,
Administrator

Tony Ankerman, Vice Chairman
Bill Schooten, Director
Brad de Leeuw, Director

Jason Konyenbelt, Director
Philipp Lammerding, Director
Conrad Withage, Director

Dear Picture Butte Feeder Co-operative (PBFC) Chairman, Board Members and Administrator:

Re: Minister's Order

The Inspection and Investigation Section (IIS) of Alberta Agriculture and Irrigation (AGI) conducted inspections of PBFC between September 7, 2023, and May 15, 2024. IIS presented a report of its findings to me as the Minister of Agriculture and Irrigation.

Upon reviewing the findings of that inspection, I have decided to make an order under section 6(1) of the *Feeder Associations Guarantee Act* (FAGA). This order prohibits further advances under the loan guaranteed by the Province pursuant to the Guarantee Agreement dated June 19, 2017, (as amended).

Pursuant to s. 6(2)(a) of the FAGA, please find attached a copy of the Minister's Order dated January 28, 2025.

AGI will deliver a copy of the IIS inspection report to PBFC's Chairman, Board Members and Administrator within the next few days.

Sincerely,

Honourable RJ Sigurdson
Minister, Agriculture and Irrigation

/attachment

cc: Honourable Nate Horner, President of Treasury Board and Minister of Finance
Jason Hale, Deputy Minister, Agriculture and Irrigation
Kate White, Deputy Minister, Treasury Board and Finance
John Conrad, Assistant Deputy Minister, Primary Agriculture Division
Bruce Hamblin, Acting Executive Director, Animal Health and Assurance

**FEEDER ASSOCIATIONS GUARANTEE ACT
MINISTER'S ORDER**

WHEREAS section 6 of the *Feeder Associations Guarantee Act*, S.A. 2009, c. F-11.1 (the "Act") provides that, where the Minister of Agriculture and Irrigation (the "Minister") is of the opinion that a feeder association is not complying with the Act or the *Feeder Associations General Regulation* (AR 13/2012) (the "Regulation"), or is being operated in an unsound manner, the Minister may, by order prohibit further advances under a guaranteed loan made to the feeder association;

WHEREAS a Guarantee Agreement dated June 19, 2017, as amended, was entered into between His Majesty the King in right of Alberta as represented by the Minister of Treasury Board and Finance (the "Province"), Bank of Montreal (the "Lender"), and Picture Butte Feeder Co-operative ("PBFC"), pursuant to which the Province guaranteed certain borrowings of PBFC from the Lender (the "Guaranteed Loan", as defined in the Guarantee Agreement);

WHEREAS the Minister has reviewed the Report on the Inspection of Picture Butte Feeder Co-operative, prepared by the Inspection and Investigation Section of Alberta Agriculture and Irrigation, dated November 18, 2024, (the "Inspection Report"), which contains findings of inspections of PBFC conducted between September 7, 2023, and May 15, 2024;

WHEREAS, upon reviewing the findings in the Inspection Report, the Minister is of the opinion that PBFC:

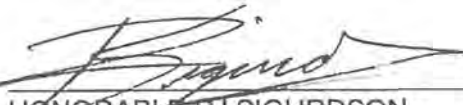
- (a) has failed to comply with the Act and Regulation; and
- (b) is being operated in an unsound manner.

in the respects set out in the Appendix to this Minister's Order;

THEREFORE, I, RJ Sigurdson, Minister of Agriculture and Irrigation, pursuant to s. 6(1) of the Act, order as follows:

1. I hereby prohibit the making of further advances under the Guaranteed Loan to PBFC.
2. This Order is effective upon delivery to the Lender.

MADE on the 27th day of Jan, 2025, at the City of Edmonton, Alberta.



HONORABLE RJ SIGURDSON
MINISTER OF AGRICULTURE AND IRRIGATION

APPENDIX

Noncompliance with the Act and Regulation

- (1) Accepting ineligible feeder members (Regulation, section 11(1) and section 11(2))
 - PBFC contravened section 11(1) of the Regulation by accepting members who did not meet the requirements of section 11(1)(a) of the Regulation, which include but are not limited to, owning or leasing land on which the individual directly carries on the business of farming for gain or reward.
 - PBFC contravened section 11(2) of the Regulation by allowing members to maintain membership when it was not reasonably apparent from the person's conduct that the primary purpose for holding the membership was to enable the person to receive supplies of livestock under the Act and Regulation for growing or finishing or both.
- (2) Using guaranteed loan proceeds for improper purposes (Act, section 4 and Regulation, section 13)
 - PBFC contravened section 4 of the Act and section 13 of the Regulation by using proceeds of the Guaranteed Loan for a purpose other than supplying livestock or advances to the member, or for the other purposes allowed by section 13 of the Regulation.
 - PBFC contravened section 4 of the Act and section 13 of the Regulation by using proceeds of the Guaranteed Loan for transactions made on behalf of members who had withdrawn from PBFC.
- (3) Supplying livestock and advances where the member is in contravention (Regulation, s 14(3))
 - PBFC contravened section 14(3) of the Regulation by providing livestock or advances to individuals that PBFC knew or reasonably should have known were not eligible to be feeder members under section 11(1) or 11(2) of the Regulation.
- (4) Providing more advances than allowed (Regulation, section 30(2))
 - PBFC contravened section 30(2) of the Regulation by providing advances to members that exceeded 50% of the difference between the purchase price and fair market value of the livestock.
- (5) Exceeding the maximum total monetary obligation limit
 - PBFC contravened section 31(1) of the Regulation by supplying livestock to members in excess of the prescribed limit for their total monetary obligation, excluding advances.
- (6) Failing to properly collect security deposits (Regulation, section 33(1))
 - PBFC contravened section 33 of the Regulation by failing to collect security deposits from certain members.

- (7) Obstructing inspections and failing to provide reasonable assistance (Act, section 9(3))
- PBFC contravened section 9(3) of the Act by obstructing the Minister in carrying out inspection powers under section 9(1) of the Act and failing to provide reasonable assistance to the Minister. This included, but is not limited to:

- PBFC staff refused speak to inspectors.
- PBFC used non-disclosure agreements with staff in a way that lead to them refusing to speak with inspectors.
- Chairman Schooten interfered with the Minister's attempt to interview a relevant witness.
- PBFC failed to respond to the inspectors' questions about the amended Board minutes.

- (8) Maintaining inadequate sales documents (Regulation, section 17)

- PBFC contravened section 17 of the Regulation by failing to maintain adequate sale documentation including the name of purchaser and purchase price of livestock, and to provide records on request.

Unsound Practices

- (9) Unsound practices by PBFC Administration

- PBFC administration is operating PBFC in an unsound manner. Specifically:
 - Allowing memberships reliant on powers of attorney
 - Preparing or accepting irregular powers of attorney and other legal documents
 - Accepting documents with irregular signatures
 - Accepting documents that may have not been properly executed or witnessed
 - Using equity advances in payment of security deposits
 - Failing to reduce the risk of member default
 - Failing to update sales records in a timely way
 - Processing transactions in the names of member who had withdrawn
 - Failing to keep adequate Board minutes
 - Failing to keep adequate financial records.

- (10) Unsound practices by the Board

- PBFC Board of Directors are operating PBFC in an unsound manner. Specifically:
 - Failing to consider membership eligibility requirements
 - Failing to consider appropriate monetary limits for new members
 - Permitting a high proportion of related transactions
 - Failing to keep adequate financial statements
 - Failing to address conflicts of interest
 - Providing excessive Board compensation and expenses
 - Failing to hold an annual general meeting in a timely manner.

This is **Exhibit "B"** to the Affidavit of **Tony Ankermann**, sworn this **18th** day of **February 2025**



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2025/02/13
Time of Search: 02:47 PM
Service Request Number: 43964041
Customer Reference Number: 06169300-12209473

Corporate Access Number: 224854786

Business Number:

Legal Entity Name: PICTURE BUTTE FEEDER CO-OPERATIVE

Legal Entity Status: Active

Legal Entity Type: Alberta Cooperative

Cooperative Type: FEEDER ASSOCIATION

Registration Date: 1991/03/08 YYYY/MM/DD

Registered Office:

Street: SUITE 3810, BANKERS HALL WEST, 888 - 3RD STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P5C5

Email Address: CORPORATESERVICESCAL@CASSELS.COM

Directors:

Last Name: DELEEUW
First Name: BRAD
Street/Box Number: BOX 417
City: PICTURE BUTTE
Province: ALBERTA
Postal Code: T0K1V0

Last Name: KONYNENBELT
First Name: JASON
Street/Box Number: BOX 123
City: NOBLEFORD
Province: ALBERTA
Postal Code: T0L1S0

Last Name: LAMMERDING
First Name: PHILIPP
Street/Box Number: BOX 217
City: COALHURST
Province: ALBERTA
Postal Code: T0L0V0

Last Name: MOLENAAR
First Name: TREVOR
Street/Box Number: BOX 474
City: NOBLEFORD
Province: ALBERTA
Postal Code: T0L1S0

Last Name: SCHOOTEN
First Name: BILL
Street/Box Number: BOX 292
City: NOBLEFORD
Province: ALBERTA
Postal Code: T0L1S0

Last Name: SERFAS
First Name: KEVIN
Street/Box Number: BOX 101
City: TURIN
Province: ALBERTA
Postal Code: T0K2H0

Last Name: WITHAGE
First Name: CONRAD
Street/Box Number: BOX 199
City: MONARCH
Province: ALBERTA
Postal Code: T0L1M0

Officers:

Last Name: ANKERMANN
First Name: TONY
Street: BOX 204
City: IRON SPRINGS
Province: ALBERTA
Postal Code: T0K1G0

Officer Type: Vice Chair

Last Name: SCHOOTEN

First Name: SHANE

Street: BOX 148

City: DIAMOND CITY

Province: ALBERTA

Postal Code: T0K0T0

Officer Type: Chair

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	ATTACHED ARTICLES OF CONTINUANCE
Share Transfers Restrictions:	ATTACHED ARTICLES OF CONTINUANCE
Min Number Of Directors:	5
Max Number Of Directors:	10
Business Restricted To:	ATTACHED ARTICLES OF CONTINUANCE
Business Restricted From:	ATTACHED ARTICLES OF CONTINUANCE
Terms and Conditions Imposed on a Cooperative by the Registrar:	NONE
Number of Members:	199
Cooperative has met the requirement of the cooperatives act:	Y

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2023	2024/05/24

Fiscal Year End: 08/31 MM/DD

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/04/24	Change Director / Shareholder

2001/12/19	Enter Annual Returns for Special Government Registration
2002/02/28	Change Address
2005/02/24	Complete Continuance Under Cooperatives Act
2024/05/24	Enter Annual Returns for Cooperative
2024/07/23	Capture Microfilm/Electronic Attachments
2024/07/19	Change Address - Cooperative

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Annual Return Form	10000698000206301	1999/01/25
Q Form	10000498000206302	1999/01/25
Annual Return Form	10000099000012287	1998/01/30
Q Form	10000299000012286	1998/01/30
Annual Return Form	10000298000756381	2000/02/10
Q Form	10000698000756384	2000/02/10
Annual Return Form	10000699000339621	2001/01/22
Q Form	10000299000339618	2001/01/22
Annual Return Form	10000000000572292	2001/12/19
Q Form	10000600000572294	2001/12/19
Annual Return Form	10000000000570844	2003/01/13
Annual Return Form	10000000000576704	2004/01/13
Annual Return Form	10000200000574624	2004/11/30
Cooperatives Act Documents	10000300000574987	2005/02/24
Articles of Continuance	10000100000574988	2005/02/24
Bylaws	10000700000574990	2005/02/24
Statutory Declaration	10000900000574989	2005/02/24
Annual Return Form	10000904100544980	2006/01/25
Annual Return Form	10000904100545512	2006/11/14
Annual Return Form	10000600000571548	2007/10/22
Annual Return Form	10000904100545814	2008/10/17
Annual Return Form	10000305100571829	2009/12/02
Annual Return Form	10000507107843736	2011/01/10
Annual Return Form	10000807110257703	2011/12/29
Bylaws	10000607113105213	2012/06/06
Annual Return Form	10000707113105533	2013/01/08
Annual Return Form	10000307116430841	2014/04/01
Annual Return Form	10000907120069758	2015/01/20
Annual Return Form	10000107122244882	2015/11/03

Annual Return Form	10000207124594726	2016/12/15
Annual Return Form	10000507129160076	2018/01/24
Annual Return Form	10000307129160647	2018/12/12
Annual Return Form	10000107132213955	2019/12/03
Bylaws	10000007132214026	2019/12/19
Notice of Address	10000107134849431	2020/11/27
Annual Return Form	10000407139185835	2021/04/15
Notice of Address	10000407139185840	2021/04/15
Annual Return Form	10000107135379160	2022/01/18
Annual Return Form	10000107135407295	2022/12/02
Annual Return Form	10000607135449448	2024/05/24
Notice of Address	10000907135449729	2024/07/19

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



This is Exhibit "C" to the Affidavit of Tony Ankermann, sworn this 18th day of February 2025



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2025/02/18
Time of Search: 07:18 AM
Service Request Number: 43978597
Customer Reference Number: 06176172-12215853

Corporate Access Number: 2024150423
Business Number: 742653108
Legal Entity Name: 2415042 ALBERTA LTD.
Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2022/03/10 YYYY/MM/DD

Registered Office:
Street: SUITE 3810, BANKERS HALL WEST, 888 - 3RD STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P5C5

Records Address:
Street: SUITE 3810, BANKERS HALL WEST, 888 - 3RD STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P5C5

Email Address: CORPORATESERVICESCAL@CASSELS.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCLEMAN	SCOTT		CASSELS BROCK & BLACKWELL LLP	SUITE 3810, BANKERS HALL WEST, 888 - 3RD STREET SW	CALGARY	ALBERTA	T2P5C5	CORPORATESERVICESCAL@CASSELS.COM

Directors:

Last Name: ANKERMANN
First Name: TONY
Street/Box Number: BOX 204
City: IRON SPRINGS
Province: ALBERTA
Postal Code: T0K1G0

Last Name: SCHOOTEN
First Name: SHANE
Street/Box Number: BOX 140
City: DIAMOND CITY
Province: ALBERTA

Postal Code: T0K0T0

Voting Shareholders:

Last Name: PICTURE BUTTE FEEDER CO-OPERATIVE
Street: 104 878 HERITAGE BLVD W.
City: LETHBRIDGE
Province: ALBERTA
Postal Code: T1K8G1
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/03/01

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/03/10	Incorporate Alberta Corporation
2022/03/10	Update Business Number Legal Entity
2022/03/24	Change Director / Shareholder
2024/03/01	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2024/09/23	Change Address
2024/09/23	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/03/10
Restrictions on Share Transfers	ELECTRONIC	2022/03/10
Other Rules or Provisions	ELECTRONIC	2022/03/10

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





This is **Exhibit "D"** to the Affidavit of **Tony Ankermann**, sworn this **18th** day of **February 2025**



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

THIS AGREEMENT made this 1 day of September 2019

BETWEEN:

[Picture Butte Feeder Co-operative Association]
[Box 280, Picture Butte Alberta T0K 1V0]
(herein called the "Association")
OF THE FIRST PART

- and -

of _____
(herein called the "Member")
OF THE SECOND PART

FEEDER ASSOCIATION MEMBER AGREEMENT

WHEREAS the Association is a cooperative, incorporated pursuant to the provisions of the *Cooperatives Act*, S.A. 2002, c. C-28.1, as amended, and a feeder association within the meaning of the *Feeder Associations Guarantee Act*, S.A. 2009, c. F-11.1, as amended (the "Act") and the regulations thereunder (the "Regulations");

AND WHEREAS the Member is a member of the Association;

AND WHEREAS the Association and the Member have entered into this Agreement with the intention that the Association will, from time to time, supply livestock (being cattle, sheep and other animals specified by the Regulations) to the Member, to grow and/or finish pursuant to this Agreement, the Act and the Regulations;

NOW THEREFORE the Association and the Member, in consideration of the mutual covenants and agreements set forth herein, covenant and agree as follows:

1. MASTER AGREEMENT, MEMBERSHIP, DEFINITIONS AND LIVESTOCK SUPPLY FORM:

- 1.1 **Master Agreement:** The terms, representations, warranties, conditions, covenants and undertakings set forth in this Agreement (the "Agreement") shall apply to all livestock supplied by the Association to the Member from time to time, after the date of this Agreement (the "Livestock"), and all "Equity Loans" (as herein defined) advanced by the Association to the Member from time to time, after the date of this Agreement.
- 1.2 **Livestock Supply Form and Promissory Note:** The Association and the Member shall complete and sign a Livestock Supply Form (the "Livestock Supply Form") and a Promissory Note in the form set out in Schedule "A" hereto or such similar form as may be stipulated by the Association from time to time, with respect to each group of Livestock to be grown or finished by the Member pursuant to this Agreement. The terms and conditions of each Livestock Supply Form shall form part of this Agreement.
- 1.3 **Equity Loan Promissory Note:** The Association and the Member shall complete and sign an Equity Loan Promissory Note in the form set out in Schedule "B" hereto or in such similar form as may be stipulated by the Association from time to time, with respect to each Equity Loan (as defined herein) advanced by the Association to the Member pursuant to this Agreement.

1.4 **Definitions:** The definitions in this Agreement will apply to this entire Agreement. These definitions include the following:

- (a) **"Due Date"** means the Due Date referred to in each Livestock Supply Form, Promissory Note and Equity Loan Promissory Note, by which the Member's Obligations (as herein defined), with respect to the Livestock described in each Livestock Supply Form, must be paid in accordance with the terms of this Agreement;
- (b) **"Equity Loan Promissory Note"** and **"Equity Loan Promissory Notes"** means the promissory note(s) in the form set out in Schedule "B" hereto with respect to the Member's obligation to repay Equity Loans (as herein defined) paid by the Association to the Member;
- (c) **"Equity Loan"** and **"Equity Loans"** means the Equity Loans referred to and defined in clause 4.1 of this Agreement.
- (d) **"Feeder Cows"** means female cattle over the age of 2 years;
- (e) **"Lot"** means all of the Livestock described in each Livestock Supply Form;
- (f) **"Permitted Location"** means the permitted location described in each Livestock Supply Agreement where all Livestock described in each Livestock Supply Form must be kept in accordance with the terms of this Agreement;
- (g) **"Promissory Note"** and **"Promissory Notes"** means the promissory note(s) in the form set out in Schedule "A" hereto with respect to the Member's obligation to indemnify the Association for, and to pay the Association's Purchase Costs (as herein defined) with respect to each Lot of Livestock;

1.5 **Membership:** The Member and the Association confirm and agree that the Member has applied for and has been granted membership in the Association. The Member agrees that the Member:

- (a) Has been provided with, or has been given a full opportunity to review, the Association's Articles of Incorporation and Bylaws;
- (b) Will be bound by the Association's Articles of Incorporation and Bylaws as amended from time to time, all promissory notes, and all other agreements with the Association;
- (c) Will pay all fees or levies assessed by the Association's Board, from time to time;
- (d) Will provide any additional information as may be required by the Association's Board from time to time in connection with matters referred to in this Agreement, and membership in the Association;
- (e) Will provide the Association with the information set forth in the Membership Information Form annexed as Schedule "C" hereto. The Member represents and certifies that the information set forth therein is accurate and correct.

2. **SUPPLY OF LIVESTOCK:**

2.1 **Purchase by Association:** The Livestock supplied by the Association will be purchased by the Association, and may be obtained from auction markets, licensed livestock dealers, other third party vendors, or the Member.

- 2.2 **No Obligation to Supply:** The Association shall have no obligation to supply any Livestock to the Member. Whether the Association does so shall be in the sole discretion of the Association. The Association shall have no obligation to pay for Livestock which the Member has requested the Association to purchase for supply to the Member unless (a) the Association receives a valid invoice or bill of sale with respect to the Livestock, (b) the Livestock have all been delivered to the Member, (c) the Livestock are branded and brand inspected as required by this Agreement and the Regulations, (d) the Member is not in default in respect of any obligation under this Agreement and is not in contravention of the Act or the Regulations, and (e) any other documents and assurances requested by the Association with respect to the Livestock have been provided, and
- 2.3 **Maximum Value of Supplied Livestock:** The Association's Purchase Costs (as herein defined) with respect to Livestock, shall not exceed:
- (a) The amount set forth in the Regulations from time to time; or
 - (b) The amount approved by the Association from time to time,
- whichever is less (the "Maximum Value").
- 2.4 **Selection of Livestock:** The Member may specify the age, breed, size and other characteristics of the Livestock the Member wants the Association to supply, provided that the Member may only request Livestock which are to be grown and/or finished for market, and not Livestock to be used for breeding purposes or Livestock that are otherwise not acceptable to the Association.
- 2.5 **Purchase Documents:** With respect to the Livestock which the Member requests the Association to supply:
- (a) The Association may require a Purchase Order signed by an authorized representative of the Association with respect to Livestock to be purchased by the Association from an auction market or other licensed livestock dealer for supply to the Member. The Member shall ensure that invoices or bills of sale are provided to the Association which show the Association as the purchaser, and which shall otherwise be in such form as may be required by the Association;
 - (b) No Livestock may be purchased from other sellers (including the Member), for supply to the Member without the express prior approval of an authorized representative of the Association. All such purchases shall be documented by an acceptable bill of sale and such declarations, releases, waivers and subordination agreements with respect to liens and security interests as may be required by the Association and under the Regulations. All purchases shall be subject to the condition that the seller shall be the sole owner of the Livestock, and that the Livestock shall be free from all charges, liens, security agreements and encumbrances. The Member agrees that all purchases of Livestock by the Association from the Member shall be subject to these conditions; and
 - (c) The Member shall be responsible for all transportation and other expenses, and all risks of every kind, with respect to the Livestock and the supply of Livestock, other than the purchase price and other expenses expressly accepted by the Association.
- 2.6 **Delivery and Waiver of Liability:** All arrangements for delivery of the Livestock to the Permitted Location shall be made by the Member at the Member's expense. The Member acknowledges and agrees that it shall be the Member's responsibility to ensure that the Livestock are counted and inspected by the Member, that all Livestock have been delivered and that any

Livestock which are not acceptable to the Member are rejected and returned to the seller before the Association pays for the Livestock. All Livestock paid for by the Association shall be deemed to have been accepted by the Member. All such Livestock are supplied by the Association to the Member on an "as is, where is" basis with no condition, warranty, representation or other terms, express, implied or statutory, whether as to the condition or health of the Livestock or otherwise. The Member acknowledges that any inspection of the Livestock or advice provided with respect to the Livestock, by any officer, director or employee of the Association is made or provided for the sole benefit of the Association, and that none of the Association, its local supervisor, or any other officer, director or employee of the Association owes any duty or shall be liable to the Member with respect to any such inspection, advice or any other cause, matter or thing whatsoever related to the Livestock. For greater certainty and notwithstanding clause 1.3 of this Agreement, the Member acknowledges and agrees that the "Supervisor's and Administrator's Certificate" at the end of Schedule "A" hereto does not form part of this Agreement and is for the use and benefit of the Association only.

- 2.7 **The Association's Loan:** The Member acknowledges that the Association will be obtaining loans from its lender (the "Association's Lender") which are guaranteed by the Government of Alberta (the "Alberta Government") pursuant to the Act, to purchase each Lot of Livestock and that the Association will incur:

- (a) Liability for the principal amount of each such loan and interest thereon (the "Lender Loan"); and
- (b) Livestock insurance, and administrative costs levied or incurred (which may include fees assessed by the Association's Lender), with respect to each Lot of Livestock to the Member (the "Association's Supply Costs").

The Association's Supply Costs and the Lender Loan are herein collectively referred to as the "Association's Purchase Costs".

- 2.8 **Member's Liability and Indemnity:** The Member acknowledges and agrees that in consideration for the supply of the Livestock and the advance of Equity Loans:

- (a) The Member shall, and hereby agrees to indemnify and save harmless the Association from and to pay to the Association:
 - (i) All claims of every kind which may be made against the Association with respect to the Livestock and Equity Loans; and
 - (ii) All claims, expenses, loss and damages incurred with respect to a breach of this Agreement or any failure to perform this Agreement by the Member, including claims made against the Association by the Association's Lender for legal and other costs with respect to the Association's failure or inability to pay the Lender Loan, and claims made or losses incurred by the Association arising from a breach of the Act or the Regulations caused by an act or omission of the Member; and
 - (iii) The Association's expenses (including the Association's legal costs on a solicitor and its own client basis) with respect to the supply of the Livestock, the advance of Equity Loans, and the protection and enforcement of the Association's rights, interests and security under this Agreement, all Promissory Notes and all Equity Loan Promissory Notes, and

(b) Without restricting the generality of the foregoing, the Member shall, and hereby agrees to:

(i) Indemnify and save harmless from and to pay to the Association the full amount of the Association's Purchase Costs, and agrees to provide Promissory Notes as security for this indemnity and agreement; and

(ii) Repay all Equity Loans and pay all Equity Loan Promissory Notes,

all of which are herein referred to as the "Member's Obligations". The Member agrees to pay the Member's Obligations on the occurrence of an Event of Default (as defined herein) or on demand, whichever first occurs.

2.9 **Member's Obligation to Make Payments by Due Date:** The Due Date shall be set and the Member's Obligations shall be paid in accordance with the following provisions:

(a) **First Livestock Supply Form:** Where the Member has no other Livestock Supply Forms and Promissory Notes on which Member's Obligations are outstanding, the Due Date in the Livestock Supply Form and the Promissory Note shall be a date which does not exceed the due date permitted under the Regulations, which is acceptable to the Association, and which shall not exceed 120 days if the Livestock are Feeder Cows, and 1 year in every other case, from the date the Livestock referred to in a Livestock Supply Form were purchased by the Association (the "Due Date").

(b) **Multiple Livestock Supply Forms:** Where the Member has more than one Livestock Supply Forms and Promissory Notes on which Member's Obligations are outstanding, the Due Date for each Livestock Supply Form and Promissory Note shall be the Due Date for the first such Livestock Supply Form and Promissory Note.

(c) **Due Dates for Equity Loans:** The Due Date for Equity Loans and Equity Loan Promissory Notes shall be a date acceptable to the Association which shall not exceed the Due Date referred to in the outstanding Livestock Supply Form with respect to Livestock for which the Equity Loan(s) is advanced;

(d) **Extension of Due Date:** Subject to clause 2.9(e) below, a Due Date may be extended for a period not exceeding 3 months, if the extension is requested by the Member and the Association, in its discretion, agrees in writing to the extension.

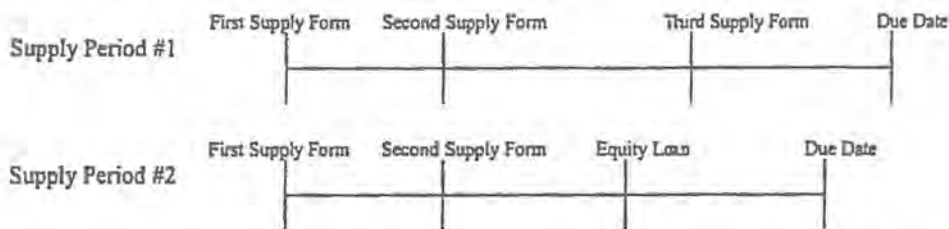
(e) **Multiple Due Dates:** Notwithstanding clause 2.9(b) above, the Association may agree to supply Livestock and advance Equity Loans to the Member pursuant to Livestock Supply Forms, Promissory Notes and Equity Loan Promissory Notes with up to, but no more than, 4 Due Dates;

(f) **Maximum Value Limit:** For greater certainty, the accumulated amount of the Association's Purchase Costs and Equity Loans for all Supply Periods in which Member's Obligations are outstanding shall not exceed the Maximum Value.

(g) **Definition of Supply Period:** In this Agreement, "Supply Period" shall mean the period in one or more Livestock Supply Forms, Promissory Notes and Equity Loan Promissory Notes which end with the same Due Date and the Livestock supplied during this Supply Period shall include all Livestock described in these Livestock Supply Forms.

- (h) **No Substitutions:** Livestock subject to one Supply Period shall not be substituted for Livestock which are subject to another Supply Period.
- (i) **Identification and Differentiation:** Livestock subject to different Supply Periods shall be identified and differentiated from Livestock in other Supply Periods by different branding locations, different genders, or some other method approved under the Regulations.
- (j) **Payment by Due Date:** By no later than the Due Date for each Supply Period, the Member shall pay the accumulated Member's Obligations relating to the Livestock Supply Forms, Promissory Notes, Equity Loans and Equity Loan Promissory Notes for that Supply Period. The Member may do so by purchasing all Livestock supplied during the Supply Period, and/or by selling these Livestock on behalf of the Association in accordance with clauses 4.1, 4.2 and/or 4.4 of this Agreement. The Member shall remain liable for the Member's Obligations not paid as a result of these purchases and/or sales.

The following illustration is one example of the operation of these provisions:



- 2.10 **Promissory Note:** In consideration of the Association supplying Livestock to the Member pursuant to this Agreement, to better secure the Association for the Association's Purchase Costs for each Lot of Livestock, and without limiting the indemnification referred to in clause 2.8 above, the Member agrees to provide the Association with a completed and signed Promissory Note in the principal amount of the Association's Purchase Costs and interest thereon at the rate set by the Association, which may exceed the rate charged by the Association's Lender on the Lender Loan. If the interest rate set by the Association exceeds the rate charged by the Association's Lender on the Lender Loan, the excess rate shall be deemed to be part of the Association's Purchase Costs.
- 2.11 **Completion of Livestock Supply Form and Promissory Note:** With respect to the completion and execution of the Livestock Supply Form and the Promissory Note:
- (a) The Member authorizes the Association to insert the applicable date of execution, Due Date, principal amount and interest rate in any Promissory Note the Member signs in blank;
 - (b) The Member also authorizes the Association to complete on behalf of the Member any Livestock Supply Forms which have been signed in blank, or which have been signed and partially completed, by the Member;
 - (c) The Member acknowledges and agrees that in completing Livestock Supply Forms and Promissory Notes which have been signed in blank, the Association may rely on any invoices, bills of sale, manifests, transportation permits or similar documents with respect to Livestock which have been supplied to the Member, and that if these documents have been signed by the Member or the Member's representative they shall be deemed to

accurately and conclusively confirm the description and number of the Livestock, the purchase price for the Livestock and the delivery of the Livestock to the Member, as set forth therein;

- (d) The Member acknowledges and agrees that the Member shall have no interest whatsoever in any Livestock requested by the Member, and no right to recover any costs or expenses incurred by the Member with respect to such Livestock, if the Member has failed or refused to sign a Livestock Supply Form or Promissory Note with respect to such Livestock. The Member shall indemnify the Association for all costs, losses, claims and expenses incurred by the Association with respect to such Livestock. The Association shall be entitled to remove such Livestock from the Member's possession at the Member's expense without notice; and
- (e) Notwithstanding the date of execution set forth in Promissory Notes, the calculation of interest due on Promissory Notes shall be adjusted so that it is calculated from the date that the Lender Loan for the principal amount referred to therein was advanced to the Association.

3. ASSOCIATION'S TITLE AND SECURITY INTEREST, MEMBER'S INTEREST, BRAND:

3.1 Association's Title and Security Interest: All ownership, property, right, title and interest in the Livestock shall remain in the Association, and the Member shall have no property, right, title or interest in Livestock supplied to the Member during a Supply Period or the sale proceeds thereof (other than the Member's Contingent Interest defined and referred to in clause 3.2 below) until the Member's Obligations for that Supply Period are satisfied or paid in full as provided in this Agreement. Further, the Member hereby grants, transfers, mortgages and assigns to the Association, as security for the Member's Obligations, a continuing Security Interest in:

- (a) All present and after-acquired Livestock supplied by the Association to the Member;
- (b) All present and after-acquired livestock received or provided to the Member in substitution for the Livestock, which shall be also deemed to be "Livestock" as defined herein;
- (c) All proceeds, including accounts receivable, from any sale, use, transfer or other disposition of the Livestock and insurance payments and other payments arising from the loss or damage to the Livestock or the proceeds from the Livestock;
- (d) The Member's Deposit and the Member's interest in the Assurance Account, referred to in clause 7 below, and all subsidies and support payments with respect to the Livestock,

all of which are collectively referred to herein as the "Collateral".

3.2 Member's Contingent Interest: The Association acknowledges that the Member has a contingent interest in the Livestock or the Sale Proceeds (as defined herein) thereof (by virtue of, among other things, the Member's right to purchase the Livestock as provided herein, the growth of the Livestock and the Member's right to surplus Sale Proceeds as provided herein) in the amount of the difference between the Member's Obligations and the potential Sale Proceeds for all of the Livestock supplied during Supply Periods (the "Member's Contingent Interest").

3.3 Brand: The Member agrees that all Livestock which may be branded with the Association's "brand" pursuant to the *Livestock Identification and Commerce Act* (Alberta) and the regulations

thereunder shall be branded, and that all Livestock shall in addition and in any event, be identified as required by the Association and under the Regulations to distinguish them from other livestock (including livestock supplied to other members of the Association and Livestock supplied to the Member which are subject to different Supply Periods). It shall be the Member's obligation to so brand and identify all such Livestock, or to ensure that they are so branded and identified, at the Member's expense.

4. EQUITY LOANS:

4.1 **Equity Loans:** Subject to the Regulations, the Association may, from time to time, advance loans to the Member on the security of the Collateral ("Equity Loans").

4.2 **No Obligation to Advance:** The Association shall have no obligation to advance an Equity Loan to the Member. Whether the Association does so, and whether the Association does so in one advance or several draws, the timing of the advance and any draws, and the amount of any Equity Loan, shall be in the sole discretion of the Association, provided that the amount of the Equity Loan shall not, in any event, exceed the lesser of 50% of the increase in the fair market value in all of the Livestock in the Member's possession, or the Member's Contingency Interest, at the time of the advance of the Equity Loan. Fair market value, and the amount of the Member's Contingency Interest, shall be determined by the Association's local supervisor.

4.3 **Equity Loan Promissory Notes:** The Member agrees to provide the Association with a completed and signed Equity Loan Promissory Note. The principal amount of the Equity Loan Promissory Note shall be the amount of the Equity Loan plus the administrative costs assessed by the Association for processing the Equity Loan. The interest charged thereon shall be at the rate set by the Association for Equity Loans, which may exceed the rate charged by the Association's Lender to the Association for funds borrowed by the Association with respect to the Equity Loan. The amount payable and the terms of each Equity Loan shall be as set forth in the Equity Loan Promissory Note with respect to the Equity Loan.

4.4 **Completion of Equity Loan Promissory Notes:** The Member authorizes the Association to insert the applicable date of execution, Due Date, principal amount and interest rate in any Equity Loan Promissory Note the Member signs in blank. Notwithstanding the date of execution set forth in an Equity Loan Promissory Note, the calculation of interest due on Equity Loans and Equity Loan Promissory Notes shall be adjusted so that it is calculated from the date the funds for the Equity Loan were advanced to the Association by the Association's Lender, and if the funds for the Equity Loan are advanced in more than one draw, interest shall be calculated from the date of each draw.

5. SALE OF LIVESTOCK:

5.1 **Sale of All Livestock to the Member:** The Member, if not in default under this Agreement, shall have the right to purchase the Association's interest in all of the Livestock referred to in Livestock Supply Forms for the same Supply Period on the following terms:

- (a) The purchase price payable by the Member for the Livestock shall be the total amount of the Member's Obligations, plus Goods and Service Tax (if applicable) for the Supply Period;
- (b) The purchase may be made by tendering payment of the purchase price to the Association. Payment may be made by bank draft, certified cheque or by such other means as may be acceptable to the Association;

- (c) Following receipt of payment, the Association shall provide the Member with a bill of sale with respect to the Livestock purchased, transferring the Livestock to the Member free and clear of the Association's security and the security of the Association's Lender; and
- (d) The payment of this purchase price shall satisfy the Member's Obligations with respect to this Supply Period.

5.2 Sale of Some Livestock to the Member: The Member, if not in default under this Agreement, shall have the right to purchase the Association's interest in some of the Livestock referred to in Livestock Supply Forms for the same Supply Period, on the following terms:

- (a) The Member shall identify to the Association the Livestock the Member wishes to purchase. The purchase price payable by the Member for these Livestock shall be the value of the Livestock, as established by the Association's local supervisor and approved by the Association's Board plus Goods and Services Tax (if applicable);
- (b) The Association's Board may refuse any sale if the Association's Board, in its discretion, believes that the sale will prejudice the Association's ability to recover the total amount of the Member's Obligations;
- (c) If the Association's Board approves the sale, the Member may purchase the Livestock in question by tendering payment of the purchase price to the Association. Payment may be made by bank draft, certified cheque, or by such other means as may be acceptable to the Association;
- (d) Following receipt of payment, the Association shall provide the Member with a bill of sale with respect to the Livestock purchased, transferring the Livestock to the Member, free and clear of the Association's security and the security of the Association's Lender; and
- (e) The payment of this purchase price shall reduce the Member's Obligations by the amount thereof with respect to this Supply Period.

5.3 No Warranty: All Livestock purchased by the Member from the Association are purchased on an "as is where is" basis with no condition, warranty, representation or other terms, express, implied or statutory, whether as to the condition or health of the Livestock, or otherwise.

5.4 Sale of the Livestock by the Member on Behalf of the Association: If the Member does not purchase all Livestock supplied in a Supply Period before the Due Date for the Supply Period, the Member shall by the Due Date, notify the Association's local supervisor of the Member's proposed arrangements for the sale of the Livestock, and then sell the Livestock referred to in the Livestock Supply Forms for the Supply Period, or all remaining Livestock if the Member has purchased some of the Livestock, by:

- (a) Consigning the Livestock to be sold on behalf of and in the name of the Association at a duly licensed public livestock market in Alberta, provided that the Member shall give the Association reasonable prior notice of the Member's intent to do so; or
- (b) Arranging to sell the Livestock on behalf of and in the name of the Association by such other means and on such terms and price as may be agreed to by the Association prior to the sale;

provided that all manifests with respect to the Livestock shall be completed as required by the Association, and that the full amount of the proceeds of sale with respect to the Livestock, after deduction of transportation and reasonable sale expenses only, shall be paid solely to the Association (the "Sale Proceeds").

5.5 **Association's Duty to Account for Sale Proceeds of Livestock Sold on Behalf of the Association:** With respect to Sale Proceeds received by the Association from the sale of Livestock sold by the Member on behalf of the Association as provided herein, the Association shall be entitled to apply all Sale Proceeds first to pay and satisfy the Member's Obligations for all Supply Periods (whether due or not) and in such manner as the Association thinks fit. The balance shall be paid by the Association to the Member.

5.6 **Partial Sales:** Notwithstanding clause 5.5, if some Livestock have not been sold (including Livestock supplied during a different Supply Period) the Association may, in its sole discretion and subject to the Regulations, pay a portion of the Sale Proceeds from Livestock sold by the Member on behalf of the Association, to the Member, if the Association is satisfied that the value of the remaining Livestock is more than adequate to pay the balance of the Member's Obligations.

5.7 **Member's Liability for Deficiency:** For greater certainty, the Member acknowledges and agrees that the sale of the Livestock by the Association, whether to the Member or by the Member on behalf of the Association, does not release or extinguish the Member's Obligations, and that the Association shall remain entitled to recover the balance of the Member's Obligations from the Member, until the Member's Obligations have been paid in full.

6. **ADDITIONAL COVENANTS OF THE MEMBER:**

6.1 **Additional Covenants of the Member:** In addition to the covenants and agreements set forth above, the Member covenants and agrees:

- (a) To keep the Livestock free and clear of all taxes, mortgages, charges, claims, liens (including Animal Keeper's Liens), encumbrances and security interests whatsoever, except the security interest in favour of the Association and the security interest of the Association's Lender, unless otherwise expressly agreed by the Association in writing;
- (b) To keep the Livestock at a Permitted Location in Alberta, and at no other location without the express written permission of the Association;
- (c) To properly care for and feed the Livestock in accordance with generally accepted livestock feeding, care and maintenance practices;
- (d) To only place the Livestock in the care of a third party (including a custom feedlot) with the express written approval of the Association, and subject to a Feeder Association Feedlot Agreement in a form approved under the Regulations signed by the third party, the Association and the Member. The Member shall also ensure that the third party or feedlot caring for the Livestock does so in accordance with good livestock feeding, care and maintenance practices;
- (e) To allow and ensure that the authorized representatives of the Association, the Association's Lender and the Alberta Government have access to all premises at which the Livestock are located or are believed to be located, access to all records pertaining to the Livestock and the right to inspect both the Livestock and the records, on request, between 8:00 in the forenoon and 5:00 in the afternoon;

- (f) To be responsible for all feed, care, veterinary and other costs and expenses of every nature and kind with respect to the Livestock. The Member assumes all risk of loss or damage to the Livestock, whether occasioned by theft, government action, loss, death or any other cause whatsoever. No loss, injury, damage or destruction of Livestock shall release the Member from the Member's Obligations or duties under this Agreement;
- (g) To insure the Livestock and keep the Livestock insured if required by the Association and in such amount and for such risks as the Association may stipulate, and to apply for such payments, subsidies, stabilization payments or other reimbursements with respect to the Livestock as the Association may stipulate, and to remit all amounts received on the account of such insurance and payments to the Association to be applied to the Member's Obligations and other amounts payable to the Association under this Agreement;
- (h) To deliver to the Association such information concerning the Livestock as the Association may request from time to time, including information with respect to the whereabouts and health of the Livestock; and
- (i) To do, make, execute and deliver such further and other documents as may be required by the Association to establish in favour of the Association the security intended to be created by this Agreement.

7. DEFAULT/REMEDIES OF THE ASSOCIATION:

7.1 The Member shall be in default under this Agreement upon the occurrence of any one or more of the following events (an "Event of Default"):

- (a) The Member breaches or fails to perform any of the Member's obligations under this or any other agreement with the Association or under any Promissory Note or Equity Loan Promissory Note provided to the Association;
- (b) The Member becomes insolvent or bankrupt or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada), a petition in bankruptcy is filed against the Member, the Member makes an assignment for the benefit of creditors, or a trustee or receiver or manager is appointed in respect of the Member or any of the Member's assets;
- (c) The Member ceases or threatens to cease carrying on business;
- (d) An execution or any similar process of any Court becomes enforceable against the Member, or a distress or similar process is levied upon the property of the Member; or
- (e) Any claim or encumbrance respecting the property secured herein becomes enforceable or the Association, acting reasonably, considers the security created herein to be in jeopardy.

7.2 **Acceleration on Default:** On the occurrence of an Event of Default, the Member's Obligations shall immediately become due and payable in full without notice to the Member.

7.3 **Remedies on Default:** On the occurrence of an Event of Default, the security interest of the Association shall immediately become enforceable, and the Association shall have the following remedies in addition to any other remedies available under the *Personal Property Security Act* (Alberta), at law, equity or any other statute (including the *Judicature Act* (Alberta), the *Bankruptcy and Insolvency Act* (Canada) and the *Business Corporations Act* (Alberta)) or under

any other agreement between the Member and the Association, all of which remedies shall be independent and cumulative:

- (a) Entry onto the lands or premises where the Collateral may be located;
- (b) Seizure and possession of the Collateral by any method permitted by law;
- (c) Sale of the Collateral;
- (d) The collection and realization of any Sale Proceeds and other proceeds and subsidies; and
- (e) The appointment by instrument in writing or by proceedings in any Court of competent jurisdiction, of a receiver or a receiver and manager of either the Member, or all or any part of the Collateral, or both. Insofar as responsibility for the acts of such receiver or receiver and manager so appointed are concerned, it shall be deemed to be the agent of the Member and not the Association.

7.4 Standards of Sale: The Association may dispose of the Collateral in any manner which is commercially reasonable. The Member acknowledges that a disposition of the Collateral by the Association which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Sale of the Collateral in whole or in part;
- (b) Sale of the Collateral by public auction, video sale or computer-assisted sale at any auction market as the Association may direct, with or without advertising;
- (c) Private sale, with or without bids;
- (d) Sale to any other member of the Association; or
- (e) Sale for cash or credit, or part cash and part credit.

7.5 Failure of the Association to Exercise Remedies/Waiver of Default: The Association shall not be liable for any delay or failure to enforce any remedies available to it or to institute any proceedings for such purposes. The Association may waive any Event of Default, provided that no such waiver shall affect its rights in connection with any other Event of Default.

7.6 Maintenance of Seized Livestock: In the event the Association seizes or takes possession of Livestock, but does not remove the Livestock from the place of seizure, the Association may maintain the Livestock at the place of seizure and for such purpose shall be entitled to free use and enjoyment of all necessary land, buildings and premises of the Member, and the Member covenants and agrees to provide the same without cost or expense to the Association. The Association shall be entitled to use the Member's grain, hay and fodder necessary for the proper feeding of the Livestock, and the Member covenants and agrees to provide the same without cost or expense to the Association, until such time as the Association shall determine, at its sole discretion, to remove, sell or otherwise dispose of the Livestock.

8. THE ASSURANCE ACCOUNT:

8.1 Deposit: The Member shall pay and maintain a deposit with the Association of 5% of the principal amount of all Lender Loans and Equity Loans or such greater amount as may be stipulated by the Association (the "Deposit") on or before the date the Association has supplied

Livestock, or advanced an Equity Loan, to the Member. The Association shall place the Deposit, and all similar deposits paid by other members into an assurance account with the Association's Lender (the "Assurance Account"). The Member acknowledges and agrees that these amounts are required to be held by the Association's Lender to secure all loans obtained by the Association for livestock purchased by the Association for all of its members and Equity Loans advanced to its members, and that the Deposit will be subject to the security of the Association's Lender, and to retention or seizure by the Association's Lender in the event that loans made to purchase livestock for any member or to obtain funds for Equity Loans for any member are in default. The Member agrees that the Deposit may be applied in the sole discretion of the Association to reimburse the Association for the debts or liabilities of any Association member who is in default, subject only to the following conditions:

- (a) The deposit of the member in default shall be applied to pay the loan obtained by the Association to purchase livestock for that member, to advance Equity Loans to that member and to pay the member's other liabilities to the Association (collectively the "Default Liability") before other deposits or other Association funds are used;
- (b) The remaining balance of the Assurance Account shall be used to pay the remaining Default Liability, and the deposits of the members not in default shall be reduced, pro rata, by the amount paid;
- (c) Unless the Association is authorized to defer payment of a Default Liability pursuant to the Regulations, the Association shall use the Assurance Account, before other Association funds are used, to pay the Default Liability;
- (d) The Assurance Account will be maintained as a separate account and shall only be used for the purposes set forth in this paragraph;
- (e) No portion of the Assurance Account shall be returned to any member while a Default Liability is due or overdue;
- (f) Subject to subclause (e) above and the Act, the Regulations and the *Cooperatives Act*, the Association:
 - (i) may return the Deposit (or the Member's remaining pro rata portion of the Deposit if it has been used to pay a Default Liability) to the Member, on request, after a period of 3 months have lapsed from the date that Member's Obligations were satisfied or paid in full;
 - (ii) shall return the Deposit (or the Member's remaining pro rata portion of the Deposit if it has been used to pay a Default Liability) to the Member, on request, if the Member has withdrawn from membership, or if the Member's membership has been terminated, and a period of 3 months have lapsed from the date that the Member's Obligations were satisfied or paid in full; and
- (g) For greater certainty, in the event a Member's Deposit has been used to pay a Default Liability, no further Livestock shall be supplied to the Member until the Deposit the Member is required to maintain pursuant to this Agreement has been fully restored.

9. GENERAL PROVISIONS

- 9.1 **No Amendment:** This Agreement shall be amended if, and only if, the amendments are approved pursuant to the Regulations.

- 9.2 **Entire Agreement:** This Agreement, the Association's Bylaws, the Livestock Supply Form(s), the Promissory Note(s), the Equity Loan Promissory Note(s) and other agreements or documents approved under the Regulations, or requested or required by the Association, constitute the entire agreement between the Member and the Association relating to the subject matter of this Agreement, and supercede all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written. In the event of an inconsistency between these agreements, bylaws and documents, and the Act or Regulations, the Act and the Regulations shall prevail. In the event of an inconsistency between the Bylaws and the other agreements or documents referred to above, the agreements and documents shall prevail.
- 9.3 **Time:** Time is of the essence of this Agreement.
- 9.4 **Plural and Gender/Joint and Several Liability:** Where the singular or masculine is used in this Agreement, the same shall be construed as including the plural or feminine or body corporate, as the context may require, and where this Agreement is signed by joint Members, or by a partnership or joint venture, the obligations of each joint Member, partner and joint venturer shall be joint and several.
- 9.5 **No Assignment/No Set-Off by Member:** The Member may not assign this Agreement or the Member's rights hereunder. The Member will not have or claim any right of set-off or any counterclaim with respect to any monies or claims made by the Association against the Member arising from this Agreement.
- 9.6 **Effective Date and Termination:** This Agreement shall not take effect until it has been signed by both the Member and an authorized representative of the Association. This Agreement shall be terminated on the termination of the Member's membership in the Association or the withdrawal of the Member from membership in the Association, in accordance with the Association's Bylaws and the provisions of the *Cooperatives Act*, provided that the termination of this Agreement shall not affect any rights, obligations or security interests of any party which exist or have accrued up to the date of termination, all of which shall survive the termination of this Agreement.
- 9.7 **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
- 9.8 **Waiver of Receipt of Copies:** The Member hereby expressly waives the right to receive a copy of any financing statements, and statements confirming the registration of financing statements, that may be registered under the *Personal Property Security Act* (Alberta) in connection with any security interest created under this Agreement.
- 9.9 **Execution in Counterpart/Facsimile and E-mail Signatures:** This Agreement and any other document referred to herein may be signed in counterpart. Facsimile and electronically transmitted copies of signatures to this Agreement and every document referred to herein, including Livestock Supply Forms, Promissory Notes, invoices, bills of sale, manifests, transportation permits and similar documents shall be deemed to be as valid as original signatures.
- 9.10 **Captions:** The captions in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement.
- 9.11 **Enurement:** This Agreement shall enure to the benefit of and be binding upon the personal representatives, administrators and successors of the Member and the administrators, successors and assigns of the Association.

9.12 Receipt of Copy of Agreement: The Member acknowledges receipt of a copy of this Agreement before the delivery of any Livestock.

Notice to the Member: Please read this Agreement carefully before you sign it. You have the right to obtain independent legal and accounting advice before you do so.

IN WITNESS WHEREOF the Feeder Association and the Member have signed this Agreement effective the date and year first above written at _____, in the Province of Alberta.

(Picture Butte Feeder Co-operative Association)

Per: _____

Signature, printed name and title of authorized representative

MEMBER

Print complete corporate, partnership or joint venture name, if Member is a corporation, partnership or joint venturer

Per: _____

Signature and printed name of Witness

Signature and printed name of Member or Member's authorized representative

Per: _____

Signature and printed name of Witness

Signature and printed name of Member or Member's authorized representative

Per: _____

Signature and printed name of Witness

Signature and printed name of Member or Member's authorized representative

*If there are joint Members or if the Member is carrying on business as a partnership or a joint venture, all members, partners and joint venturers must sign this Agreement and the attached Power of Attorney must be completed and signed by them. If the Member is a corporation, the person(s) authorized in the attached Resolution must sign.

This is **Exhibit "E"** to the Affidavit of **Tony Ankermann**, sworn this **18th** day of **February 2025**



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

**FIFTH AMENDMENT TO
FIRST AMENDED AND RESTATED CREDIT AGREEMENT**

THIS FIFTH AMENDMENT is dated and made effective as of August 19, 2024.

AMONG:

PICTURE BUTTE FEEDER CO-OPERATIVE

as Borrower

- and -

**THE LENDERS FROM TIME TO TIME
PARTY TO THE CREDIT AGREEMENT**

as Lenders

- and -

BANK OF MONTREAL

as Sole Arranger, Sole Bookrunner and Administrative Agent

PREAMBLE

WHEREAS Picture Butte Feeder Co-Operative (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), and Bank of Montreal, as sole arranger, sole bookrunner and administrative agent (the “**Agent**”) entered into that certain first amended and restated credit agreement dated October 19, 2022, as amended by a first amendment dated November 1, 2022, a second amendment dated April 27, 2023, a third amendment dated August 18, 2023, and a fourth amendment dated January 19, 2024 (as may have been further amended, restated, supplemented, revised, replaced, extended or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”);

AND WHEREAS the Borrower has requested and the Agent and Lenders have agreed to amend certain terms and conditions of the Existing Credit Agreement, as more particularly described herein (this “**Fifth Amendment**”);

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE I – INTERPRETATION

- 1.1 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Credit Agreement, as amended by this Fifth Amendment (as amended, restated, supplemented, revised, replaced, extended or otherwise modified from time to time, the “**Credit Agreement**”).

ARTICLE II – AMENDMENTS TO THE EXISTING CREDIT AGREEMENT

- 2.1 With effect on the Fifth Amendment Effective Date (hereinafter defined), the Existing Credit Agreement 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 Credit Agreement attached hereto as Exhibit A.

ARTICLE III – CONDITIONS TO EFFECTIVENESS

- 3.1 This Fifth Amendment shall become effective upon the satisfaction of each of the following conditions precedent (such date being referred to herein as the “**Fifth Amendment Effective Date**”):
- (a) the Agent and Lenders shall have received and be satisfied with the results of recent corporate, personal property, bankruptcy, and other searches with respect to the Borrower, in all jurisdictions reasonably required by the Lender;
 - (b) the Borrower shall have delivered to the Agent and Lenders a duly executed version of this Fifth Amendment;
 - (c) the Agent and Lenders shall have received a certificate from an officer of the Borrower dated as of the Fifth Amendment Effective Date certifying, *inter alia*, the Borrower’s constating documents, incumbency of its officers and directors, and a resolution of the board of directors of the Borrower approving this Fifth Amendment and the loan transactions contemplated hereby;
 - (d) the Agent and Lenders shall have received a duly executed:
 - (i) commitment fee letter from the Borrower in respect of the extension of the Maturity Date pursuant to this Fifth Amendment;
 - (ii) agency fee letter from the Borrower in respect of the Agent’s arrangement of this Fifth Amendment and the loan transactions contemplated herein,(collectively, the “**Fee Letters**”);
 - (e) the Agent, for itself and for each of the Lenders, shall have received payment from the Borrower of the fees contemplated under the Fee Letters, which shall be fully earned and payable on the Fifth Amendment Effective Date;
 - (f) except as otherwise agreed by the Agent, certificates of status or comparable certificates for all Relevant Jurisdictions of the Borrower will have been delivered to the Agent;
 - (g) nothing shall have occurred (nor shall the Agent or any Lender become aware of any facts not previously known), which the Agent or the Lenders determine is reasonably likely to result in or have a Material Adverse Change since the date of the latest financial statements provided by the Borrower to the Agent;
 - (h) the Agent and the Lenders shall be satisfied that there is no pending judicial, administrative or other proceedings, investigations or litigation which seek to adjourn, delay, enjoin,

prohibit or impose Material limitations on any aspect of the transactions contemplated by this Fifth Amendment;

- (i) the Agent and the Lenders shall be satisfied that the consummation of the transactions contemplated by this Fifth Amendment does not violate or result in the breach of any Requirements of Law; and
- (j) the Agent shall be satisfied that the Borrower has not:
 - (i) made an assignment in bankruptcy, made a proposal to its creditors or filed notice of its intention to do so, instituted any other proceeding under Applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief; or
 - (ii) applied for the appointment of or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for its or a substantial part of its property; or
 - (iii) had a petition filed, application made or other proceeding instituted against or in respect of it in any jurisdiction seeking any of the results described in (i) or (ii), above.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

- 4.1 The Borrower represents and warrants to the Agent and Lenders that the following statements are true, correct and complete:

- (a) Authorization, Validity, and Enforceability. The Borrower has the power and authority to execute and deliver this Fifth Amendment and to perform its obligations under this Fifth Amendment, and the Credit Agreement. The Borrower has taken all necessary action (including, without limitation, obtaining approval of its shareholders if necessary) to authorize the execution and delivery of this Fifth Amendment, and the performance of its obligations under this Fifth Amendment and the Credit Agreement. This Fifth Amendment has been duly executed and delivered by the Borrower, and this Fifth Amendment and the Credit Agreement constitutes legal, valid and binding obligations of the Borrower, enforceable against it in accordance with its respective terms without defence, compensation, setoff or counterclaim. The Borrower's execution and delivery of this Fifth Amendment, and the performance by the Borrower of its obligations under this Fifth Amendment and the Credit Agreement do not and will not conflict with, or constitute a violation or breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of the Borrower by reason of the terms of (a) any contract, mortgage, hypothec, Encumbrance, lease, agreement, indenture, or instrument to which the Borrower is a party or which is binding on the Borrower, (b) any requirement of law applicable to the Borrower, or (c) the certificate or articles of incorporation or amalgamation or bylaws of the Borrower.
- (b) Governmental Authorization. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or other person is

necessary or required in connection with the execution, delivery or performance by, or enforcement against the Borrower of this Fifth Amendment or the Credit Agreement, except for such as have been obtained or made and filings required in order to perfect and render enforceable the Agent and Lenders' security interests and hypothecs.

- (c) Security. As of the Fifth Amendment Effective Date, all security delivered to or for the benefit of the Agent and Lenders pursuant to the Credit Agreement and the other Loan Documents remains in full force and effect and secures all Obligations of the Borrower under the Credit Agreement and the other Loan Documents to which it is a party.
- (d) No Default. As of the Fifth Amendment Effective Date, no Default or Event of Default has occurred and is continuing or will result from the entering into of this Fifth Amendment.
- (e) Representations and Warranties. As of the Fifth Amendment Effective Date, the representations and warranties set forth in the Credit Agreement and each other Loan Document (except those expressly stated to be made as of a specific date) shall be true and correct as if made on and as of the Fifth Amendment Effective Date.

ARTICLE V – MISCELLANEOUS

- 5.1 The Borrower has previously executed certain Loan Documents and it (i) reaffirms and agrees that the Existing Credit Agreement (as amended hereby) and the other Loan Documents to which it is a party remain in full force and effect, (ii) acknowledges and reaffirms all Obligations owing by it to the Agent and Lenders under the Existing Credit Agreement (as amended hereby) and the other Loan Documents, (iii) reaffirms and agrees that nothing in the Loan Documents obligates the Agent or Lenders to seek reaffirmation of the Loan Documents in connection with similar matters in the future, and (iv) reaffirms and agrees that no requirement to so notify the Borrower or to seek the Borrower's reaffirmation in connection with similar matters in the future shall be implied by the execution of this Fifth Amendment.
- 5.2 Nothing herein shall be deemed to be, a consent to, or waiver of, any preceding or any additional or any subsequent breach or Default or Event of Default of any provision of the Credit Agreement or any other Loan Document, except as expressly provided herein, nor shall it operate as a waiver of any right, power or remedy of the Agent or Lenders under the Credit Agreement and the other Loan Documents.
- 5.3 The Borrower acknowledges and agrees that it is responsible for the payment of all legal fees, disbursements, and taxes thereon reasonably incurred by counsel to the Agent and Lenders in respect of this Fifth Amendment.
- 5.4 The Borrower hereby absolutely and unconditionally releases and forever discharges the Agent and Lenders, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state, provincial or federal law or otherwise, which the Borrower has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Fifth Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown other than claims, liabilities or obligations to the extent caused by the Agent or a Lender's own gross negligence or willful misconduct.

- 5.5 This Fifth Amendment shall be exclusively (without regard to any rules or principles relating to conflicts of laws) construed in accordance with and governed by the laws of the Province of Alberta and the parties hereto hereby attorn to the jurisdiction of the courts thereof.
- 5.6 This Fifth Amendment may be executed in original and/or PDF counterparts and all such counterparts taken together shall be deemed to constitute one and the same agreement.

[Balance of page left blank, signature pages follow]

The parties have executed this Fifth Amendment as of the date first above written.

Address:

PICTURE BUTTE FEEDER CO-
OPERATIVE
120-876 Heritage Blvd W
Lethbridge, AB T1K 8G1

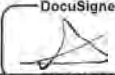
Attention: Administrator

Fax No.: (587) 787 1852

Email: melanie@pbfccattle.com

**PICTURE BUTTE FEEDER CO-
OPERATIVE, as Borrower**

Per:

DocuSigned by:


Name: Shane Schooten

Title: Chair

Per:

Name:

Title:

Address:

BANK OF MONTREAL
100 King Street West, 18th Floor.
Toronto, Ontario, M6X 1A1

Attention: Abeer Habibullah, Senior Director,
Loan Syndications

Email: Abeer.Habibullah@bmo.com

**BANK OF MONTREAL, as Administrative
Agent**

Per:

Name:

Title:

Per:

Name:

Title:

Address:

BANK OF MONTREAL
525 8th Avenue SW, 12th Floor
Calgary, AB T2P 1S1

Attention: Associate Director, Agriculture
(Dave Donalessen)

Fax No.: (403) 234 1688

Email: dave.donalessen@bmo.com

BANK OF MONTREAL, as Lender

Per:

Name:

Title:

Per:

Name:

Title:

The parties have executed this Fifth Amendment as of the date first above written.

Address:

PICTURE BUTTE FEEDER CO-
OPERATIVE
120-876 Heritage Blvd W
Lethbridge, AB T1K 8G1

Attention: Administrator

Fax No.: (587) 787 1852

Email: melanie@pbfccattle.com

**PICTURE BUTTE FEEDER CO-
OPERATIVE, as Borrower**

Per:

Name:

Title:

Per:

Name:

Title:

Address:

BANK OF MONTREAL
100 King Street West, 18th Floor.
Toronto, Ontario, M6X 1A1

Attention: Abeer Habibullah, Senior Director,
Loan Syndications

Email: Abeer.Habibullah@bmo.com

**BANK OF MONTREAL, as Administrative
Agent**

Per:



Name: Abeer Habibullah
Senior Director, Loan Syndications
Title:

Per:



Name: Lindsey Nichol
Senior Director, National Agriculture
Title:

Address:

BANK OF MONTREAL
525 8th Avenue SW, 12th Floor
Calgary, AB T2P 1S1

Attention: Associate Director, Agriculture
(Dave Donaleshen)

Fax No.: (403) 234 1688

Email: dave.donaleshen@bmo.com

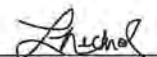
BANK OF MONTREAL, as Lender

Per:



Name: Dave Donaleshen
Title: Associate Director, Agriculture

Per:



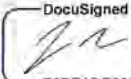
Name: Lindsey Nichol
Senior Director, National Agriculture
Title:

Address:

ATB FINANCIAL
#110, 4311 - 54th Avenue
Red Deer, AB T4N 4L9

Attention: Jamie Stober
Email: jstober@atb.com

ATB FINANCIAL, as Lender

Per: 
DocuSigned by:
E8DEADD800DB4C4
Name: Jamie Stober

Title: Director - AgriBusiness

Per: 
DocuSigned by:
576CB33953250C6
Name: Kevin Winters

Title: Managing Director

Address:

THE TORONTO-DOMINION BANK
Suite 801 – 400, 4th Avenue S.
Lethbridge, AB T1J 4E1

Attention : Meagan Deis
Email : Meagan.deis@td.com

THE TORONTO-DOMINION BANK, as Lender

Per: _____
Name:

Title:

Per: _____
Name:

Title:

Address:

CANADIAN WESTERN BANK
744 4th Avenue South
Lethbridge, AB T1J 0N8

Attention: Trevor Sproule
Email: Trevor.Sproule@cwbank.com

CANADIAN WESTERN BANK, as Lender

Per: _____
Name:

Title:

Per: _____
Name:

Title:

Address:

ATB FINANCIAL
#110, 4311 - 54th Avenue
Red Deer, AB T4N 4L9

Attention: Jamie Stober
Email: jstober@atb.com

ATB FINANCIAL, as Lender

Per:

Name:

Title:

Per:

Name:

Title:

Address:

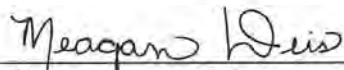
THE TORONTO-DOMINION BANK
Suite 801 – 400, 4th Avenue S.
Lethbridge, AB T1J 4E1

Attention : Meagan Deis

Email : Meagan.deis@td.com

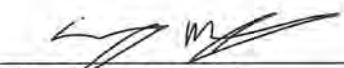
THE TORONTO-DOMINION BANK, as Lender

Per:


Name: Meagan Deis

Title: Director

Per:


Name: Cody Murphy

Title: Director, Credit Execution

Address:

CANADIAN WESTERN BANK
744 4th Avenue South
Lethbridge, AB T1J 0N8

Attention: Trevor Sproule

Email: Trevor.Sproule@cwbank.com

CANADIAN WESTERN BANK, as Lender

Per:

Name:

Title:

Per:

Name:

Title:

Address:

ATB FINANCIAL
#110, 4311 - 54th Avenue
Red Deer, AB T4N 4L9

Attention: Jamie Stober
Email: jstober@atb.com

ATB FINANCIAL, as Lender

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

Address:

THE TORONTO-DOMINION BANK
Suite 801 - 400, 4th Avenue S.
Lethbridge, AB T1J 4E1

Attention : Meagan Deis

Email : Meagan.deis@td.com

THE TORONTO-DOMINION BANK, as Lender

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

Address:


CANADIAN WESTERN BANK
744 4th Avenue South
Lethbridge, AB T1J 0N8

Attention: Trevor Sproule

Email: Trevor.Sproule@cwbank.com

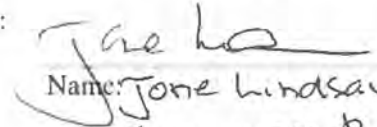
CANADIAN WESTERN BANK, as Lender

Per:

Name:  Trevor Sproule

Title: Sr. Ac Pr. Watford Lead

Per:

Name:  Jane Lindsay

Title: Sr manager Business Development

EXHIBIT A
CONFORMED CREDIT AGREEMENT

See attached.

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, ~~and~~ a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

PICTURE BUTTE FEEDER CO-OPERATIVE

as Borrower

and

**THE LENDERS FROM TIME TO TIME
PARTY TO THIS AGREEMENT**

as Lenders

and

BANK OF MONTREAL

as Sole Arranger, Sole Bookrunner and Administrative Agent

~~C\$400,000,000~~335,000,000 CREDIT FACILITIES

FIRST AMENDED AND RESTATED CREDIT AGREEMENT

DATED as of the 19 day of October, 2022

**as amended by a First Amendment dated November 1, 2022,
a Second Amendment dated April 27, 2023,
a Third Amendment dated August 18, 2023,
~~and~~ a Fourth Amendment dated January 19, 2024,
and a Fifth Amendment dated August 19, 2024**

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EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

FIRST AMENDED AND RESTATED CREDIT AGREEMENT dated as of the 19 day of October, 2022

BETWEEN:

PICTURE BUTTE FEEDER CO-OPERATIVE

as Borrower

and

**THE LENDERS FROM TIME TO TIME
PARTY TO THIS AGREEMENT**

as Lenders

and

BANK OF MONTREAL

as Sole Arranger, Sole Bookrunner and Administrative Agent

RECITALS:

A. The Borrower, the Lenders and the Administrative Agent entered into that certain credit agreement dated November 16, 2021 (as amended by a first amendment dated May 27, 2022, and as may have been further amended, restated, supplemented, revised, replaced, extended or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”);

B. The Borrower, the Lenders and Administrative Agent wish to amend and restate the Existing Credit Agreement in its entirety, on and subject to the terms and conditions set forth herein;

NOW THEREFORE, for value received, and intending to be legally bound by this Agreement, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

“**Administrative Agent**” means Bank of Montreal, in its capacity as administrative agent for the Lenders under this Agreement and any successor appointed as administrative agent in accordance with this Agreement.

“**Administrative Questionnaire**” means an administrative questionnaire in a form provided by the Administrative Agent.

“**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.

~~2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

“Agent’s Branch Account” means the branch of the Administrative Agent located at 100 King Street West, 18th Floor, Toronto, Ontario, M6X 1A1, or such other branch or office of the Administrative Agent as the Administrative Agent may, from time to time, advise the Borrower in writing.

“Agent Party” has the meaning set out in Section 17.1(g)(ii).

“Agreement” means this credit agreement, including its recitals and schedules, as refinanced, amended, restated, supplemented and otherwise modified from time to time, including without limitation, by a First Amendment dated November 1, 2022, a Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, ~~and a~~ Fourth Amendment dated January 19, 2024, and the Fifth Amendment.

“Applicable Law” means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority, in each case to the extent having the force of law (collectively, the **“Law”**) relating or applicable to such Person, property, transaction, event or other matters and shall also include any interpretation of the Law, or any part of the Law, by any Person having jurisdiction over it or charged with its administration or interpretation.

“Applicable Margin” means, as regards any Loan, the percentage rate per annum, determined in accordance with the applicable table below:

Facility	Prime Rate Margin	Term CORRA Margin
Facility 1	0.20%	1.87%
Swingline	0.20%	N/A

“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 Percentage shall be the percentage of the total outstanding Loans.

“Availment Option” means a method of borrowing which is available to the Borrower as provided herein.

“Borrower” means Picture Butte Feeder Co-Operative.

“Borrower’s Counsel” means ~~Davidson & Williams~~ Cassels, Brock & Blackwell LLP or such other firm of legal counsel as the Borrower may from time to time designate and that is acceptable to the Administrative Agent.

“Borrowing Base” means (i) the total amount of Cooperative Member financing, plus accrued Cooperative Member interest in respect of such financings.

“Business Day” means a day of the year, other than a Saturday, Sunday or statutory holiday, on which the Administrative Agent is open for business at its executive offices in Toronto, Ontario and Toronto, Ontario.

“Canadian Dollars”, “C\$” and “\$” mean the lawful money of Canada.

3- EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

“Capital Expenditures” means any capital expenditure made by a Credit Party for the construction, repair, replacement, addition, alteration, or refurbishment of its property or assets.

“Capital Lease Obligation” of any Person means the obligation of such Person, as lessee, to pay rent or other payment amounts under a lease of real or personal property which is required to be classified and accounted for as a finance lease or a liability on a consolidated balance sheet of such Person in accordance with GAAP.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“Change in Applicable Laws” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Laws, (b) any change in any Applicable Laws or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Laws 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 or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a **“Change in Applicable Laws”**, regardless of the date enacted, adopted or issued.

“Change of Control” means:

- (a) any direct or indirect sale, transfer or other disposition in one or a series of related transactions, of all or substantially all of the property of any Credit Party (other than Permitted Dispositions in the case of the Borrower) to any Person or group of Persons acting jointly or in concert for the purposes of such transaction;
- (b) a change in the beneficial ownership of the Borrower; or
- (c) individuals who on the Original Closing Date constituted the board of directors of the Borrower, cease for any reason to constitute a majority of the board of directors of the Borrower then in office.

“Claims” means, in respect of any event, circumstance, matter or thing, all actions, litigation, suits, disputes, orders, arbitrational, legal or other proceedings, losses, damages, liabilities, taxes, claims, demands, judgments, rights (including set-off), remedies, costs and expenses of any nature or kind, including legal fees and disbursements on a full indemnity basis, and “Claim” means any one of them.

“Closing Date” means October 19, 2022.

“Collateral” means all real and personal property (and the revenues, insurance proceeds, issues, profits, proceeds and products of the foregoing) which are subject, or are intended or required to become subject, to the Security or Encumbrance granted under any of the Loan Documents.

“Commitment” means, in respect of any Lender, the amount specified with respect to such Lender in Schedule A (which will be amended and distributed to all parties by the Administrative Agent from time to time as other Persons become Lenders), being the sum of the maximum aggregate amount of Loans that such Lender is obliged to make as such amount may be reduced from time to time by such Lender’s Applicable Percentage of the amount of any permanent repayments, reductions or prepayments required or made hereunder.

~~4~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

"Communications" has the meaning set out in Section 17.1(g)(ii).

"Contingent Obligation" means, with respect to any Person, any obligation, whether secured or unsecured, of such Person guaranteeing or indemnifying, or in effect guaranteeing or indemnifying, any Indebtedness, leases, dividends, letters of credit or other monetary obligations (the "primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person as an account party in respect of a letter of credit or letter of guarantee issued to assure payment by the primary obligor of any such primary obligation and any obligations of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds for the purchase or payment of any such primary obligation or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the obligee under any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (d) otherwise to assure or hold harmless the obligee under such primary obligation against loss in respect of such primary obligation; provided, however, that the term Contingent Obligation does not include endorsements of instruments for deposit or collection in the ordinary course of business.

"Contributing Lender" has the meaning set out in Section 15.1(b).

"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.

"Conversion" means a conversion of a Loan pursuant to Section 2.4.

"Conversion Date" means the Business Day specified by the Borrower in a Conversion Notice as being the date on which the Borrower has elected to convert one type of Loan into another type of Loan.

"Conversion Notice" means a notice, substantially in the form set out in Schedule B, to be given to the Administrative Agent by the Borrower pursuant to Section 2.4.

"Cooperative Member" means a member of the Borrower cooperative.

"Credit Facilities" means, collectively, Facility 1 and the Swingline, and each a **"Credit Facility"**, as the context requires.

"Credit Parties" means the Borrower and the Guarantors and their respective successors and assigns permitted by this Agreement, and **"Credit Party"** means any one of them.

"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 period of five (5) Business ~~Day~~ ~~lookback~~ Days, or such other period as selected by the Administrative Agent or recommended by the Relevant Governmental Body) 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

~~5~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

reasonable discretion; and *provided that* if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA; and *provided that* if Daily Compounded CORRA as so determined shall be less than the Floor, then Daily Compounded CORRA shall be deemed to be the Floor.

“Daily Compounded CORRA Loan” means a Loan in, or Conversion into, a Canadian dollar loan which accrues interest calculated with reference to Daily Compounded CORRA plus an applicable margin to be determined by the Administrative Agent in the event of a Benchmark Replacement to Daily Compounded CORRA, and each Rollover in respect thereof.

“Default” means any event or condition, the occurrence of which would, with the lapse of time or giving of notice, or both, become an Event of Default.

“Defaulting Lender” means, subject to Section 15.2(f), any Lender that:

- (a) has failed to: (i) fund all or any part of its advances within two Business Days of the date such funding is due, unless such Lender delivers written notice to the Administrative Agent and the Borrower stating that such failure is the result of such Lender’s determination that one or more conditions precedent to funding has not been satisfied, and specifically identifies each such condition precedent and any applicable Default in such written notice; or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due;
- (b) has delivered written notice to the Borrower or the Administrative Agent stating that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund an advance hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding cannot be satisfied, and specifically identifies such condition precedent and any applicable Default in such writing or public statement);
- (c) has failed, within three Business Days after its receipt of a written request from the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder; *provided that*, if such Lender has become a Defaulting Lender under this clause (c) by failing to make such confirmation, upon receipt by the Administrative Agent and the Borrower of such written confirmation of such Lender, such Lender shall cease to be a Defaulting Lender under this clause (c); or
- (d) has, or has a direct or indirect parent company: (i) that has become the subject of a bankruptcy or insolvency proceeding under any bankruptcy and insolvency laws; or (ii) for which an interim receiver, receiver, receiver manager, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets has been appointed.

“discretion” means sole, absolute and subjective discretion.

“Disposition” means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property, asset or of any

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right, title or interest in or to any property or asset, and the verb “**Dispose**” has a corresponding meaning.

“**Distribution**” means, with respect to any Person, any cash payment or distribution of property by such Person (a) of any dividends on any of its Equity Interests, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Interests or any warrants, options or rights to acquire any such Equity Interests, or the making by such Person of any other distribution in respect of any of its Equity Interests or (c) of any principal of or interest or premium on any Indebtedness of such Person to a holder of Equity Interests of such Person or to an Affiliate of a holder of Equity Interests of such Person where such Indebtedness is primarily held by holders of Equity Interests of such Person excluding Indebtedness issued on an arm’s length basis and on a widely held basis.

“**Drawdown**” means (a) the advance of a Prime Rate Loan, or (b) the advance of a Term CORRA Loan (or a Daily Compounded CORRA Loan in the event of a Benchmark ~~Replacement~~ Replacement), under a Credit Facility, as applicable.

“**Drawdown Date**” means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof.

“**Drawdown Notice**” means a notice, substantially in the form set out in Schedule C, to be given to the Administrative Agent by the Borrower pursuant to Section 2.4.

“**EBITDA**” means net income or net loss (as defined in the Borrower’s unconsolidated/consolidated financial statements prepared in accordance with GAAP) before interest expense, income taxes, depreciation amortization and excluding extraordinary/unusual non-recurring items (such latter items to be agreed upon by the Required Lenders for the respective period).

“**Eligible Assignee**” means any Person other than: (a) a natural person, (b) any Credit Party, (c) any Affiliate of a Credit Party, or (d) any Person who would be a Defaulting Lender upon becoming a Lender), and in respect of which all consents required under Section 19.1(b) have been obtained.

“**Encumbrance**” means, with respect to any Person or any property, any mortgage, debenture, pledge, hypothec, lien, charge, lease, sublease, easement, preference, priority, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person’s property or assets, or any consignment by way of security or Capital Lease Obligations of such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, including title reservations, limitations, provisos or conditions, and “**Encumbrances**”, “**Encumbrancer**”, “**Encumber**” and “**Encumbered**” have corresponding meanings.

“**Environmental Law**” means any Applicable Law relating to the natural environment including those pertaining to:

- (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of any toxic, or hazardous substances, and

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- (b) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of substances, including those pertaining to human and occupational health and safety.

"Equity Interests" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are authorized on any date of determination.

"Event of Default" has the meaning set out in Section 10.1.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Credit Parties hereunder or under any other Loan Document, (a) taxes imposed on or measured by its net income, capital gains, or capital, and franchise taxes imposed on it 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, or (b) any branch tax, branch profits tax or any similar tax imposed by any jurisdiction.

"Facility 1" has the meaning set out in Section 2.1.

"Facility 1 Limit" means ~~\$370,000,000~~ \$305,000,000 or such lesser amount as prescribed by Section 5.1(c).

"Fifth Amendment" means the Fifth Amendment to this Agreement dated August 19, 2024.

"Financial Assistance" means, without duplication and with respect to any Person, all loans granted by that Person and guarantees or Contingent Obligations incurred by that Person, in each case, for the purpose of or having the effect of providing financial assistance to another Person or Persons, including letters of guarantee, letters of credit, legally binding comfort letters or indemnities issued in connection therewith, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business), obligations to purchase assets regardless of the delivery or non-delivery thereof and obligations to make advances or otherwise provide financial assistance to any other Person.

"Fiscal Quarter" means the three-month period commencing on the first day of each Fiscal Year and each such successive three-month period thereafter during such Fiscal Year.

"Fiscal Year" means the fiscal year of a Person, which, in the case of the Borrower, currently ends on August 31.

"Fixed Charge Coverage Ratio" means the ratio of (a) EBITDA minus (i) cash taxes, (ii) Unfunded Capital Expenditures, and (iii) cash Distributions to shareholders/Cooperative Members, as applicable, divided by (b) debt service (defined as interest paid and mandatory principal payments on total debt over the last 12-month period).

"Floor" means 0.00% per annum.

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"GAAP" means generally accepted accounting principles which are in effect from time to time in Canada, as established or adopted by the Accounting Standards Board (Canada) or any successor body, including the International Financial Reporting Standards and the Accounting Standards for Private Enterprises, if used by the applicable Persons.

"GAFA" means the Government of Alberta Feeder Association.

"GAFA Guarantee" means the guarantee made June 19, 2017, from His Majesty the King in right of Alberta under the Program, as part of a tri-party agreement between the Borrower, the Administrative Agent, and His Majesty the King in right of Alberta (as may be amended, restated, replaced, supplemented, or otherwise modified from time to time, including as part of GAFA's annual review of the Borrower's lending activity).

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or municipal/local, and any agency, tribunal, 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 a Minister of the Crown, the Superintendent of Financial Institutions or other comparable authority or agency.

"Guarantors" means any Person required to become a Guarantor under this Agreement from time to time, and **"Guarantor"** means any one of them.

"Hazardous Substance" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law.

"Indebtedness" of any Person means (without duplication):

- (a) any obligation of such Person for money borrowed or raised and any interest thereon, or any financial accommodation (including the amount of any money raised from the sale or securitization of any receipts or receivables) (including, for greater certainty, the full principal amount of convertible debt, notwithstanding its presentation under GAAP),
- (b) any obligation of such Person incurred in connection with the acquisition of property, assets or businesses,
- (c) any obligation of such Person issued or assumed as the deferred purchase price of property or any obligation under conditional sale or other title retention agreements relating to property acquired by such person,
- (d) any Capital Lease Obligation of such Person,
- (e) any reimbursement obligation or other obligation in connection with a bankers' acceptance or any similar instrument, or letter of credit or letter of guarantee issued by or for the account of such Person,
- (f) the aggregate amount at which any securities of such Person that are redeemable or retractable at the option of the holder of such shares (except where the holder is such Person) may be redeemed or retracted prior to the Maturity Date for cash or obligations constituting Indebtedness or any combination thereof,

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- (g) any Contingent Obligations, and
- (h) any other obligation arising under arrangements or agreements that, in substance, provide financing to such Person and which, in accordance with GAAP, would be classified upon a balance sheet as a liability (absolute or contingent) of such Person including an obligation to accept or deliver goods or services designed to provide credit support or a take or pay arrangement.

The obligations referred to in clauses (a) and (g) above exclude (I) trade accounts payable, (II) Permitted Distributions, (III) accrued liabilities arising in the ordinary course of business which are not overdue or which are being contested in good faith and for which appropriate reserves are maintained in accordance with GAAP, (IV) intangible liabilities and (V) deferred revenues, all of which will be deemed not to be Indebtedness for the purposes of this definition. In calculating the amount of any Indebtedness under (A) any securitization of any receipts or receivables, the amount shall be the discounted amount of proceeds paid in exchange for the receipts or receivables and (B) any Capital Lease Obligations, the amount shall be the aggregate portion of all rent in the nature of principal.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitee" has the meaning set out in Section 18.1(b).

"Interbank Reference Rate" means the interest rate expressed as a percentage *per annum* that is customarily used by the Administrative Agent when calculating interest due by it or owing to it arising from the correction of errors and other adjustments between the Administrative Agent and other Canadian chartered banks.

"Interest Payment Date" means, the Maturity Date and:

- (a) ~~(i)~~ in the case of a Prime Rate Loan, the last Business Day of each calendar month; and
- (b) ~~(a)~~ in the case of a Term CORRA Loan (or Daily Compounded CORRA Loan in the event of a Benchmark Replacement), the last day of the Interest Period applicable to such Loan.

"Interest Period" means:

- (a) with respect to each Prime Rate Loan, the period commencing on the applicable Drawdown Date or Conversion Date, as the case may be, and ending on the date selected by the Borrower for the Conversion of such Loan into another type of Loan or for the repayment of such Loan; and
- (b) with respect to any Term CORRA Loan, the period commencing on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, with respect to such Loan and ending on the numerically corresponding day that is one (1) month or three (3) months, subject to availability, thereafter; and
- (c) if the Benchmark Replacement is Daily Compounded CORRA, with respect to any Daily Compounded CORRA Loan, the period commencing on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, with respect to such Loan and ending on the numerically corresponding day that is one (1) month or three (3) months, subject to availability, thereafter,

provided that, in any case, (i) the last day of each Interest Period shall also be the first day of the next Interest Period with respect to any Rollover or Conversion, (ii) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Business Day, (iii) no Interest Period shall extend beyond the Maturity Date, (iv) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month, and (v) Interest Periods commencing on the same date for Term CORRA Loans (and Daily Compounded CORRA Loans, as the case may be) that are part of the same Drawdown shall be of the same duration.

“Investment” means any direct or indirect (i) acquisition of any Equity Interests, partnership interests, participation interests in any arrangement, options or warrants, or any Indebtedness of a Person, whether or not evidenced by any bond, debenture or other written evidence, (ii) investment (including, without limitation, by way of loan) made or held by a Person, directly or indirectly, in another Person (whether such investment was made by the first-mentioned Person in such other Person or acquired from a third party), ~~or~~ (iii) acquisition, by purchase or otherwise, of all or substantially all of the business, assets or stock or other evidence of beneficial ownership of a Person, or (iv) acquisition by purchase or otherwise of any real property and related personal property of a Person. Any binding commitment to make an Investment in any Person or property and assets, as well as any option of another Person to require an Investment in such Person or property and assets, shall constitute an Investment. The amount of any Investment will be the original cost of such Investment, plus the cost of all additions thereto and minus the amount of any portion of such Investment repaid to such Person in cash as a return of capital, but without any other adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment. In determining the amount of any Investment involving a transfer of any property other than cash, such property will be valued at its fair market value at the time of such transfer.

“Lender Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee pursuant to Article 19 and accepted by the Administrative Agent, in substantially the form of Schedule D or any other form approved by the Administrative Agent.

“Lenders” means each of the Persons from time to time party to this Agreement and identified as a Lender, or Swingline Lender in Schedule A (which will be amended and distributed to all parties by the Administrative Agent from time to time as other persons become Lenders), and **“Lender”** means any one of them.

“Lenders’ Counsel” means the firm of Miller Thomson LLP or such other firm of legal counsel as the Administrative Agent may from time to time designate.

“Loan” means any extension of credit by a Lender under this Agreement, including by way of a Prime Rate Loan, or Term CORRA Loan (or Daily Compounded CORRA Loan in the event of a Benchmark Replacement), including deemed advances, conversions, renewals and rollovers of existing Loans. Any reference to the amount of Loans is a reference to the sum of all outstanding Prime Rate Loans, and Term CORRA Loans (and Daily Compounded CORRA Loans in the event of a Benchmark Replacement).

“Loan Documents” means (a) this Agreement, (b) the Security, and (c) all present and future agreements, documents, certificates and instruments delivered by any Credit Party to the Administrative Agent or the Lenders pursuant to or in respect of this Agreement or the Security,

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in each case as the same may from time to time be amended, restated, supplemented and otherwise modified, and “**Loan Document**” means any one of the Loan Documents; provided that the GAFA Guarantee shall not be a Loan Document.

“**Material**” means (except when used as part of another term defined in a Loan Document), with reference to the matter described as “Material”, that it would reasonably be considered to be a material factor having regard to the circumstances, and “**Materially**” has a corresponding meaning.

“**Material Adverse Change**” means with respect to any change, which has or would reasonably be expected to have a Material adverse effect on (a) the business, property (including the Secured Property), liabilities, operations, financial position or operating results of the Credit Parties, taken as a whole, or (b) the ability of the Credit Parties, taken as a whole, to comply with the Loan Documents.

“**Material Licences**” means all Permits issued by any Governmental Authority, or any applicable stock exchange or securities commission, to any Credit Party and which are at any time on or after the date of this Agreement, necessary or Material to the business and operations of such Credit Party.

“**Maturity Date**” means November 16th, ~~2024~~2025.

“**Monthly Borrowing Base Certificate**” means a completed certificate substantially in the form of Schedule J signed and delivered by an officer of the Borrower in accordance with the terms of this Agreement.

“**Non-Funding Lender**” has the meaning set out in Section 15.1(b).

“**Obligations**” means all obligations of the Borrower to the Administrative Agent, the Lenders, or any of them, under or in connection with this Agreement or the other Loan Documents, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, and obligations of performance, at any time and howsoever arising, owing by the Borrower to the Administrative Agent or the Lenders, or any of them, in any currency or remaining unpaid by the Borrower to the Administrative Agent or the Lenders, or any of them, under or in connection with this Agreement or the other Loan Documents whether arising from dealings between the Administrative Agent or the Lenders, or any of them, and the Borrower or from any other dealings or proceedings by which the Administrative Agent or the Lenders, or any of them, may be or become in any manner whatever a creditor or obligee of the Borrower pursuant to this Agreement or the other Loan Documents, and wherever incurred, and whether incurred by the Borrower alone or with another or others and whether as principal or surety, and all principal, interest, fees, legal and other costs, charges and expenses relating thereto.

“**Officer’s Certificate**” means a certificate in writing signed by a senior signing officer of the applicable Credit Party, which certificate shall be to the best of such person’s knowledge and not in his or her personal capacity, without personal liability.

“**Opinion of Counsel**” means an opinion or opinions in writing in form and subject to qualifications satisfactory to the Administrative Agent, acting reasonably, signed by Borrower’s Counsel.

“**Original Closing Date**” means November 16th, 2021.

“Organizational Documents” means, with respect to any Person, such Person’s articles, memorandum or other charter documents, partnership agreement, joint venture agreement, declaration of trust, trust agreement, bylaws, unanimous shareholder agreement, co-operative members agreement, or any and all other similar agreements, documents and instruments pursuant to which such Person is constituted, organized or governed.

“Original Currency” has the meaning specified in Section 20.2(a).

“Other Currency” has the meaning specified in Section 20.2(a).

“Other Taxes” means all present or future stamp or documentary taxes or any other similar 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 this Agreement or any other Loan Document, but does not include Excluded Taxes.

“Participant” has the meaning specified in Section 19.1(e).

“Pension Laws” means the *Employment Pension Plans Act* (Alberta), the *Employment Pension Plans Regulations* (Alberta), the *Income Tax Act* (Canada), the *Income Tax Regulations* (Canada) and all other applicable provincial or federal pension standards legislation and regulations thereunder and **“Pension Law”** means any one of them.

“Pension Plan” means each pension plan required to be registered under Pension Laws which is maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Credit Party in respect of any Person’s employment in Canada with such Credit Party but does not include (a) the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively; or (b) plans to which any Credit Party contributes which are not maintained or administered by the Credit Party or any of its Affiliates.

“Periodic Term CORRA Determination Day” has the meaning specified in the definition of “Term CORRA”.

“Permits” means franchises, licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from or required by a Governmental Authority.

“Permitted Dispositions” means, provided that no Event of Default is existing or would be caused by such Disposition:

- (a) inventory or assets sold in the ordinary course of business;
- (b) assets sold or transferred by one Credit Party to another Credit Party;
- (c) in each Fiscal Year the Borrower may sell or otherwise dispose of assets having an aggregate value not in excess of Two Hundred Fifty Thousand (\$250,000.00) Dollars;

“Permitted Distributions” means an annual Distribution of Cooperative Member dividends, provided that (i) no Event of Default is existing or would be caused by such Distribution, and (ii) the Fixed Charge Coverage Ratio is greater than 1.10:1.00 prior to and following such Distribution;

“Permitted Encumbrances” means the following:

- (a) Statutory Liens not yet due or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity or amount of which is being contested at the time by appropriate proceedings in good faith and for which the applicable Credit Party has made adequate provision for payment of the contested amount and provided such evidence of the provision as may be requested by the Administrative Agent;
- (b) security interests granted in connection with the leasing or financing of personal property (including renewals of existing leases of personal property) in the ordinary course of business to secure the unpaid purchase price or lease cost of such personal property, provided that (i) such lease is secured only by the equipment leased therein and any proceeds thereof, and (ii) the aggregate amount secured by such security interests does not exceed One Hundred Thousand (\$100,000.00) Dollars at any time;
- (c) unregistered liens, charges, claims, security interests or other encumbrances of any nature claimed or held by Her Majesty the Queen in Right of Canada, her agency or authority, any Province, any municipality or any political subdivision thereof, under or pursuant to any applicable legislation, statute or regulation;
- (d) any Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, unemployment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course;
- (e) any Encumbrance created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings or is being satisfied by that Person and has not caused a Default and that Person has made adequate provision for payment of the contested amount and provided such evidence thereof as the Administrative Agent may require;
- (f) the deposit or pledge of cash or securities in connection with any Encumbrance referred to in this definition;
- (g) the Security;
- (h) any Encumbrance described in Schedule E; and
- (i) such other Encumbrances as are agreed to in writing by the Administrative Agent.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Prime Rate" means the variable *per annum* reference rate of interest announced and adjusted by the Administrative Agent from time to time for Canadian Dollar loans in Canada; *provided*, further, that if Prime Rate shall ever be less than the Floor, then the Prime Rate shall be deemed to be the Floor.

"Prime Rate Loan" means a Loan in or a Conversion into Canadian Dollars made by the Lenders to the Borrower with respect to which the Borrower has specified that interest is to be calculated by reference to the Prime Rate, plus the Prime Rate Margin.

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"Prime Rate Margin" means, for any period, the applicable percentage rate *per annum* applicable to that period as set out below the heading "Prime Rate Margin" in the definition of "Applicable Margin".

"Program" means the Government of Alberta Feeder Association guarantee program as prescribed by the *Feeder Associations Guarantee Act* (Alberta) and the *Feeder Associations Guarantee Regulation* (Alberta) in effect from time to time.

"Quarterly Compliance Certificate" means a completed certificate substantially in the form of Schedule I signed and delivered by an officer of the Borrower in accordance with the terms of this Agreement.

"Register" has the meaning specified in Section 19.1(d).

"Related Persons" means, with respect to any Person, such Person's Affiliates and the directors, members, officers, employees, agents and advisors of such Person and of such Person's Affiliates and "Related Person" means any one of them.

"Release" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leaching, migration, dispersal, dispensing or disposal.

"Relevant Governmental Body" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Relevant Jurisdiction" means, from time to time, with respect to a Person that is granting Security hereunder, any province or territory of Canada in which such Person has its chief executive office or chief place of business or has Collateral and, for greater certainty, includes the provinces set out in Schedule H.

"Repayment Notice" means the notice substantially in the form set out in Schedule F.

"Required Lenders" means (a) where there is one Lender, such Lender (b) where there are two Lenders party to this Agreement, each such Lender, and (c) where there are three or more Lenders, Lenders whose aggregate Applicable Percentage is equal to at least 66⅔%.

"Requirements of Law" means, with respect to any Person, the Organizational Documents of such Person and any Applicable Law or any determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its business or property or to which such Person or any of its business or property is subject.

"Rollover" means the renewal of an Availment Option upon its maturity in the same form;

"Rollover Date" means the date of commencement, which shall be a Business Day, of a Rollover;

"Rollover Notice" means the notice, substantially in the form set out in Schedule G, to be given to the Administrative Agent by the Borrower pursuant to Section 2.4 in connection with a Rollover.

"Secured Property" means all the present and after-acquired personal property of the Borrower.

“**Security**” means the documents creating an Encumbrance in favour of, or any Collateral held from time to time by, the Lenders or on behalf of the Lenders by the Administrative Agent, in each case securing or intended to secure repayment of the Obligations, including all security and agreements described in Article 7.

“**Statutory Lien**” means an Encumbrance in respect of any property or assets of a Credit Party created by or arising pursuant to any Applicable Law in favour of any Person (such as but not limited to a Governmental Authority), including an Encumbrance for the purpose of securing such Credit Party’s obligation to deduct and remit employee source deductions and goods and services tax pursuant to the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the Canada Pension Plan (Canada), the *Employment Insurance Act* (Canada) and any federal or provincial legislation similar to or enacted in replacement of the foregoing from time to time;

“**Subsidiary**” of a Person means any Person Controlled by the first Person or by any Subsidiary of the first Person.

“**Swingline**” has the meaning set out in Section 2.2.

“**Swingline Limit**” has the meaning set out in Section 2.2.

“**Swingline Lender**” shall mean the Bank of Montreal and its successors and assigns.

“**Tax**” and “**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, and including any realty taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen including municipal taxes, school taxes and local improvement charges and all related interest, penalties and fines which at any time may be levied, assessed, imposed or form an Encumbrance upon real property.

“**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) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and 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 Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day; *provided*, further, that if Term CORRA shall ever be less than the Floor, then Term CORRA shall be deemed to be the Floor.

“**Term CORRA Administrator**” means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“**Term CORRA Loan**” means a Drawdown of, or Conversion into, a Canadian dollar loan which accrues interest calculated with reference to Term CORRA plus the Term CORRA Margin, and each Rollover in respect thereof.

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“Term CORRA Margin” means, for any period, the applicable percentage rate *per annum* applicable to that period as set out below the heading “Term CORRA Margin” in the definition of “Applicable Margin”.

“Term CORRA Reference Rate” means the forward-looking term rate based on CORRA.

“Total Commitments” means the total Commitments of all the Lenders hereunder, being \$335,000,000.00 on the Fifth Amendment Effective Date (as defined in the Fifth Amendment), or such lesser amount as prescribed by Section 5.1(c).

“Unfunded Capital Expenditures” means Capital Expenditures that are (i) financed by operating cash flow net of proceeds from Permitted Dispositions, (ii) not financed under capital leases, or (iii) not financed with the proceeds of other permitted indebtedness incurred substantially to fund such expenditures, and (v) not financed with new equity; for greater certainty, “Unfunded Capital Expenditures” shall include any Capital Expenditures financed under the Credit Facilities.

1.2 Extended Meanings and References

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than a Person who is a party to this Agreement. References to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time in accordance with the terms of this Agreement and in effect at any given time. Any reference to any Person shall include its successors and permitted assigns in the capacity indicated, and in the case of any Governmental Authority, any Person succeeding to its functions and capacities. Any reference to Requirements of Law and Applicable Laws shall include all references to such Requirements of Law and Applicable Laws as amended, supplemented or replaced. The Loan Documents are the result of negotiations between, and have been reviewed by each Credit Party, the Administrative Agent, each Lender and their respective counsel. Accordingly, the Loan Documents shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favour of or against any Credit Party, the Administrative Agent, or the Lender except as expressly provided under the Loan Documents. Following an acceleration of the Loans following the occurrence of an Event of Default pursuant to Section 10.2, any reference in this Agreement or any Loan Document to an Event of Default that has occurred and is “continuing” shall be deemed to be an Event of Default that has occurred and is continuing for all times thereafter unless otherwise agreed in writing by the Lenders or the Required Lenders, as applicable in their discretion; and the terms “continued”, “continuation” and “discontinuation” shall have corresponding meanings.

1.3 Accounting Principles

- (a) Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement or any Loan Document, such determination or calculation will, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with GAAP applied on a consistent basis.

- (b) Each of the parties hereto acknowledges that the financial covenants and financial ratios contained in this Agreement have been established and agreed upon on the basis of the current accounting policies, practices and calculation methods or components thereof adopted by the Credit Parties on a consolidated basis and made on a basis consistent with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in this Agreement or one or more of the Credit Parties adopt International Financial Reporting Standards, and either the Credit Parties or the Administrative Agent shall so require, the Administrative Agent (with the approval of the Required Lenders) and the Credit Parties shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until so amended, (i) such ratio or replacement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Credit Parties shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.4 Interest Calculations and Payments

- (a) Unless otherwise stated, wherever in this Agreement reference is made to a rate of interest or rate of fees "per annum" or a similar expression is used, such interest or fees will be calculated on the basis of a calendar year of 365 days ~~or 366 days (in a leap year), as the case may be~~; and using the nominal rate method of calculation and not the effective rate method of calculation or on any other basis that gives effect to the principle of deemed re-investment of interest. Interest will continue to accrue after maturity and default and/or judgment, if any, until payment thereof, and interest will accrue on overdue interest, if any.
- (b) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 365-day year ~~(or a 366-day year in a leap year, as applicable)~~, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 365 ~~or 366, as applicable~~.
- (c) Notwithstanding anything herein to the contrary, the Administrative Agent shall calculate all fees and interest according to the terms of this Agreement and any other agreement entered into between the Borrower and the Administrative Agent in connection with the Credit Facilities. For greater certainty all such calculations shall be without duplication of any day such that neither interest nor fees shall be calculated in respect of the same day twice.
- (d) Notwithstanding anything herein to the contrary, in no event shall any interest rate or rates referred to herein (together with other fees payable hereunder which are construed by a court of competent jurisdiction to be interest or in the nature of interest) exceed the maximum interest rate permitted by Applicable Law. If such maximum interest rate would be exceeded by the terms hereof, the rates of interest payable hereunder shall be reduced to the extent necessary so that such rates (together with other fees which are construed by a court of competent jurisdiction to be interest or in the nature of interest) equal the maximum interest rate permitted by Applicable Law, and any overpayment of interest received by the Administrative Agent or the Lenders theretofore shall be applied, forthwith after determination of such overpayment, to pay all then outstanding interest,

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and thereafter to pay outstanding principal, as if the same were a prepayment of principal and treated accordingly hereunder.

1.5 Permitted Encumbrances

The inclusion of reference to Permitted Encumbrances in any Loan Document is not intended to subordinate and will not subordinate, any Encumbrance created by any of the Security to any Permitted Encumbrance.

1.6 Currency

Unless otherwise specified in this Agreement, all references to currency (without further description) are to lawful money of Canada.

1.7 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner Materially adverse to any of the parties.

1.8 Entire Agreement and Conflicts

This Agreement and the other Loan Documents constitute the whole and entire agreement between the Credit Parties, the Lenders and the Administrative Agent and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof. In the event of a conflict between the provisions of this Agreement and the provisions of any other Loan Document, then, unless such Loan Document or an acknowledgement from the Credit Party and the Administrative Agent relative to such Loan Document expressly states that this Section 1.8 is not applicable to such Loan Document, notwithstanding anything else contained in such other Loan Document, the provisions of this Agreement will prevail and the provisions of such other Loan Document will be deemed to be amended to the extent necessary to eliminate such conflict.

1.9 Effect of Amendment and Restatement of Existing Credit Agreement

The Existing Credit Agreement shall be amended and restated in its entirety as of the Closing Date upon satisfaction of the conditions precedent set forth in Section 3.1. The parties hereto acknowledge and agree that (a) this Agreement and the other agreements, documents and instruments executed and delivered in connection herewith do not constitute a novation, payment and reborrowing, or termination of the Obligations, (b) the Obligations are in all respects continuing (as amended and restated hereby), (c) the Encumbrances as granted under the Loan Documents securing payment of Obligations are in all respect continuing and in full force and effect and secure the payment of Obligations (including, for greater certainty, those Obligations which any Credit Party has from time to time incurred or may incur or be under to the Administrative Agent or any Lender under, in connection with or with respect to this Agreement and the other Loan Documents to which such Credit Party is a party and any ultimate unpaid balance thereof), and (d) upon the effectiveness of this Agreement, all Loans outstanding under the Existing Credit Agreement immediately before the effectiveness of this Agreement will continue as Loans made hereunder.

1.10 Further Assurances

Each Credit Party will promptly cure any default by it in the execution and delivery of this Agreement, the Loan Documents or of any of the agreements provided for hereunder to which it is a party. Each

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Credit Party, at its expense, will promptly execute and deliver to the Administrative Agent, upon request by the Administrative Agent, all such other and further documents, agreements, opinions, certificates and instruments in compliance with, or for the accomplishment of the covenants and agreements of such Credit Party hereunder or more fully to state the obligations of such Credit Party as set forth herein or to make any recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

1.11 Schedules

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Lenders and Commitments
Schedule B	-	Conversion Notice
Schedule C	-	Drawdown Notice
Schedule D	-	Form of Lender Assignment and Assumption
Schedule E	-	Specific Permitted Encumbrances
Schedule F	-	Repayment Notice
Schedule G	-	Rollover Notice
Schedule H	-	Ownership Structure
Schedule I	-	Quarterly Compliance Certificate
Schedule J	-	Monthly Borrowing Base Certificate

ARTICLE 2 THE CREDIT FACILITIES

2.1 Facility 1: Committed Revolving Facility

Subject to the terms and conditions of this Agreement, a committed revolving credit facility ("Facility 1") is established in favour of the Borrower in the amount specified below pursuant to which each Lender severally (and not jointly and severally) agrees to make available to the Borrower on a revolving basis Loans by way of:

- (a) Prime Rate Loans; and
- (b) Term CORRA Loans, which shall be in a minimum amount of Cdn. \$5,000,000.00, and multiples of Cdn. \$100,000.00,

in the maximum principal amount of each Lender's Commitment (subject to such repayments, prepayments, cancellations and terminations as otherwise required in accordance with this Agreement), provided that and subject to subsection 2.2(b), a Lender shall not be required to extend further credit hereunder if any further extension of credit made by such Lender as requested by the Borrower would result in the sum of the total outstanding advances under the Facility 1 exceeding ~~the Facility 1 Limit.~~

- ~~(c) Notwithstanding the foregoing or Section 2.2(a),(i) the Facility 1 Limit shall be limited to a maximum available amount of \$275,000,000 and the Swingline Limit shall be limited to a maximum available amount of \$25,000,000, and~~

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~~(ii) the total Credit Facilities available shall be limited to a maximum available amount of \$300,000,000,~~

~~until such time that the Borrower delivers to the Administrative Agent a guarantee from the Government of Alberta Feeder Association, in the amount of 15% of the total Credit Facilities, as part of a tri-party agreement between the Borrower, the Administrative Agent, and the Province of Alberta, pursuant to Section 7.1(d).~~

2.2 Swingline

- (a) Subject to the terms and conditions of this Agreement, a committed revolving credit facility (the “Swingline”) is established in favour of the Borrower by the Swingline Lender, available by way of Prime Rate Loans provided the amount outstanding under the Swingline will not, at any time, in aggregate exceed \$30,000,000, subject to adjustment in accordance with Section 5.1(c) (the “Swingline Limit”). Provided that so long as a Default has not occurred, and the Swingline would otherwise be available for advance, the Swingline may be accessed by the issuance of cheques, electronic funds transfer and/or wire transfer which results in an overdraft in the account of the Borrower which overdraft shall be deemed to be a Loan in the same currency made pursuant to the Swingline, provided as a Prime Rate Loan.
- (b) Notwithstanding anything to the contrary contained herein, ~~but subject to Section 2.1(e),~~ the total amount of Loans outstanding under Facility 1 and the Swingline must not at any time exceed the lesser of:
 - (i) ~~\$400,000,000~~ the Total Commitments; or
 - (ii) the Borrowing Base.

2.3 Purpose of Credit Facilities

Loans under the Credit Facilities will only used to finance cattle ~~underin compliance with the Government of Alberta Feeder Breeder program~~ Program; cattle may be financed for up to a period of 455 days.

2.4 Drawdowns, Conversions and Rollovers

- (a) Subject to the provisions of this Agreement, the Borrower’s right to make any Drawdown shall be subject to the satisfaction or waiver of the conditions set forth in Sections 3.1 and 3.2.
- (b) Provided the Bank has received a Conversion Notice or Rollover Notice, as applicable, and there is no Event of Default that is continuing, the Borrower may request a Conversion or Rollover of the Obligations outstanding under Facility 1, as applicable, subject to and in accordance with the terms and conditions of this Agreement, but for greater certainty, Term CORRA Loans (or Daily Compounded CORRA Loans in the event of Benchmark Replacement) may not be converted into another availability option prior to the maturity thereof, and may not be converted or issued with a maturity date which could result in the Maturity Date being exceeded at any time.
- (c) Each Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be, must be delivered to the Administrative Agent by 11:00 a.m. (Toronto Time) at least three (3) Business Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date,

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as the case may be. Each Drawdown Date, Conversion Date and Rollover Date must be a Business Day.

- (d) If notice is not provided as contemplated herein with respect to the maturity of any Term CORRA Loan (or Daily Compounded CORRA Loan in the event of Benchmark Replacement), the Administrative Agent may convert such Term CORRA Loan (or Daily Compounded CORRA Loan in the event of Benchmark Replacement) upon its maturity into a Prime Rate Loan.

2.5 Administrative Agent's Obligations with Respect to Loans

Upon receipt of a Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be, the Administrative Agent will forthwith notify the Lenders of the proposed Drawdown Date, Conversion Date or Rollover Date, as the case may be, of each Lender's Applicable Percentage of such Loan and, if applicable, the account of the Administrative Agent to which each Lender's Applicable Percentage is to be credited.

2.6 Lenders' and Administrative Agent's Obligations with Respect to Loans

Each Lender will, prior to 12:00 p.m. (noon) (Toronto time) on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, specified by the Borrower in a Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be, credit the Administrative Agent's account specified in the Administrative Agent's notice given under Section 2.5 with such Lender's Applicable Percentage of any Loan to be advanced thereunder and by 2:00 p.m. (Toronto time) on the same date the Administrative Agent will advance to the Borrower the full amount of the amounts so credited.

2.7 Irrevocability

Each Drawdown Notice, Conversion Notice and Rollover Notice given by the Borrower hereunder is irrevocable and will oblige the Borrower to take the action contemplated on the date specified therein.

2.8 Account of Record

The Administrative Agent will open and maintain books of account evidencing all Loans and all other amounts owing by the Borrower to the Lenders hereunder. The Administrative Agent will enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing accounts will constitute *prima facie* evidence of the Obligations of the Borrower to the Lenders hereunder with respect to all Loans, and all other amounts owing by the Borrower to the Lenders hereunder absent manifest error, provided that the obligation of the Borrower to pay or repay any Indebtedness and liability hereunder in accordance with the terms and conditions of the Credit Facilities, shall not be affected by the failure of the Administrative Agent to enter such information. After a request by the Borrower, the Administrative Agent will promptly advise the Borrower of such entries made in the Administrative Agent's books of account. The Borrower hereby acknowledges being indebted to the Lenders for the principal amounts shown as outstanding from time to time in the Administrative Agent's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Administrative Agent, on behalf of the Lenders, in accordance with this Agreement.

2.9 Inability to Determine Rates (CORRA)

Subject to Section 2.10, if, on or before the first day of any Interest Period for a Term CORRA Loan (or a Daily Compounded CORRA Loan in the event of a Benchmark Replacement):

- (a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that Term CORRA (or Daily Compounded CORRA in the event of a Benchmark Replacement), cannot be determined pursuant to the definition thereof for reasons other than a Benchmark Transition Event; or
- (b) the Required Lenders determine (which determination shall be conclusive and binding absent manifest error) that, for any reason in connection with any request for a Term CORRA Loan (or a Daily Compounded CORRA Loan in the event of a Benchmark Replacement), or a Conversion thereto or a Rollover thereof that Term CORRA (or Daily Compounded CORRA in the event of a Benchmark Replacement), for any requested Interest Period with respect to a proposed Term CORRA Loan (or a Daily Compounded CORRA Loan in the event of a Benchmark Replacement), 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,

the Administrative Agent will promptly notify the Borrower of such determination. From and after delivery of such notice by the Administrative Agent, the obligation of the Lenders to make or maintain Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement), hereunder shall be suspended until such time as the Administrative Agent (upon the instruction of the Required Lenders) determines in good faith that the circumstances giving rise to such situation no longer exist and revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Drawdown, Conversion, or Rollover of Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement), or, failing that, such request and any further Drawdown Notice, Conversion Notice or Rollover Notice requesting a Term CORRA Loan (or a Daily Compounded CORRA Loan in the event of a Benchmark Replacement), shall be deemed to be a Drawdown Notice or Conversion Notice, as applicable, requesting a Prime Rate Loan in the same aggregate principal amount.

2.10 Benchmark Replacement Setting for CORRA

- (a) *Benchmark Replacement*
 - (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) 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 (y) 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. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided by the Administrative Agent 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. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

- (ii) No hedging agreement shall be deemed to be a "Loan Document" for purposes of this Section.
- (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. The Administrative Agent will promptly notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Subsection (d), and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender or group of Lenders pursuant to this Section 2.10 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.
- (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 Term CORRA), 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, or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time, to remove such unavailable or non-representative tenor, and
 - (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 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 Drawdown of, Conversion to or Rollover of a Loan based on the then-current Benchmark to be made, converted or rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for, or a Conversion to, (i) for a Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Loans, and (ii) for a Benchmark Unavailability Period in respect of a Benchmark other than Term CORRA, Prime Rate Loans.

- (f) *Definitions.* For the purposes of this Section 2.10:

"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, 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 any tenor for such Benchmark that is then removed from the definition of Interest Period pursuant to Section 2.10(d).

"Benchmark" means, initially, the Term CORRA Reference Rate; *provided that* if a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, 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 2.10 (a).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event:

- (A) where a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA; and
- (B) where a Benchmark Transition Event has occurred with respect to a Benchmark other than the Term CORRA Reference Rate, the sum of (i) the alternative 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 mechanism for determining such a rate by the Relevant Governmental Body, and (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 denominated in Canadian dollars, and (ii) the related Benchmark Replacement Adjustment,

provided that if the Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall 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 (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, and (ii) 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 Canadian dollar-denominated syndicated credit facilities at such time.

“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 Benchmark:

- (C) ~~(A)~~ in the case of clause (A) or clause (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
- (D) ~~(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 regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (C) 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 Clause (B) of this definition 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:

- (E) ~~(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);

- (F) ~~(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 Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), 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); or
- (G) ~~(C)~~ a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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 2.10, 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 2.10.

"Conforming Changes" means, with respect to the use or administration of a Benchmark or the use, administration, adoption, or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate," the definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of the concept of an "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or rollover 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 the Administrative Agent determines that no market practice for the administration of 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).

“Relevant Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

ARTICLE 3 DISBURSEMENT CONDITIONS

3.1 Initial Conditions Precedent

The effectiveness of this Agreement is subject to and conditional upon the prior satisfaction or waiver of the following conditions precedent (if not previously delivered):

- (a) except as otherwise agreed by the Administrative Agent in writing, the Administrative Agent will have received certified copies of all shareholder/member, as applicable, regulatory, governmental, third party and other waivers, consents and approvals, if any, required in order for the Borrower to enter into this Agreement and the other Loan Documents and to perform its obligations hereunder and thereunder;
- (b) duly executed copies of the Loan Documents will have been delivered to the Administrative Agent and all such Security will have been duly registered, filed and recorded in all Relevant Jurisdictions where required by Applicable Law or where the Administrative Agent considers it necessary, in its discretion, to do so;
- (c) the Borrower shall have repaid all Indebtedness in existence as of the Original Closing Date or have made arrangements that are satisfactory to the Lenders' Counsel to repay the same;
- (d) releases, discharges and postponements that are required in the discretion of the Administrative Agent (in registerable form where necessary) with respect to all Encumbrances affecting the Borrower and the ~~collateral~~ Collateral encumbered by the Security that are not Permitted Encumbrances, if any, will have been delivered to the Administrative Agent and in a form acceptable to the Administrative Agent;
- (e) the Administrative Agent will have received an Officer Certificate of the Borrower, with certified copies of the Organizational Documents or applicable extracts thereof of the Borrower, the resolutions authorizing the execution and delivery of, and performance of the Borrower's obligations under the Loan Documents and the transactions contemplated herein and therein, and a certificate as to the incumbency of the members of the Borrower executing the Loan Documents and any other documents to be provided pursuant to the provisions hereof;
- (f) except as otherwise agreed by the Administrative Agent, certificates of status or comparable certificates for all Relevant Jurisdictions of the Borrower will have been delivered to the Administrative Agent;

- (g) a currently dated Opinion of Counsel and, if necessary, local counsel to the Borrower as to such matters and in such form as Lenders' Counsel deems appropriate addressed to the Administrative Agent and the Lenders will have been delivered to the Administrative Agent;
- (h) the Lenders will have completed their due diligence with respect to the Borrower and shall have received all financial, corporate and other information requested by any Lender or the Administrative Agent, including receipt and review of Material ~~Licenses~~ Licences, other material contracts, legal, tax, accounting, financial and other information or documents relating to the Borrower as the Administrative Agent may reasonably require, and the results of such due diligence will be satisfactory to the Lenders in their sole discretion;
- (i) the Administrative Agent will have received on its own behalf or on behalf of the Lenders payment of all fees and expenses payable to the Administrative Agent or the Lenders that are due and payable at such time;
- (j) the Borrower shall have provided all documentation and other information to the Administrative Agent and the Lenders required by any applicable "know your customer" or "know your client" requirements and anti-money laundering and anti-terrorism laws, rules and regulations;
- (k) nothing shall have occurred (nor shall the Administrative Agent or any Lender become aware of any facts not previously known), which the Administrative Agent or the Lenders determine is reasonably likely to result in or have a Material Adverse Change since the date of the latest financial statements provided by the Borrower to the Administrative Agent;
- (l) the Administrative Agent and the Lenders being satisfied that there is no pending judicial, administrative or other proceedings, investigations or litigation which seek to adjourn, delay, enjoin, prohibit or impose Material limitations on any aspect of the transactions contemplated by the Loan Documents;
- (m) the Administrative Agent and the Lenders being satisfied that the consummation of the transactions contemplated by the Loan Documents does not violate or result in the breach of any Requirements of Law;
- (n) the Administrative Agent shall be satisfied that the Borrower has not:
 - (i) made an assignment in bankruptcy, made a proposal to its creditors or filed notice of its intention to do so, instituted any other proceeding under Applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief; or
 - (ii) applied for the appointment of or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for its or a substantial part of its property; or

- (iii) had a petition filed, application made or other proceeding instituted against or in respect of it in any jurisdiction seeking any of the results described in (i) or (ii), above;
- (o) all cash management of the Borrower shall be maintained with the Administrative Agent, and the Borrower shall open and maintain or cause to be maintained a current account with the Administrative Agent;
- (p) the Administrative Agent shall have received evidence satisfactory to the Lenders that the Borrower's insurance with respect to the Secured Property is satisfactory and complies with this Agreement, together with a certificate of insurance acceptable to the Administrative Agent showing the Administrative Agent as additional insured, and loss payee as its interest may appear on all insurance policies that insure such Secured Property;
- (q) the Administrative Agent shall have received and reviewed to its satisfaction the review engagement financial statements of the Borrower for the past three (3) Fiscal Years, and the Borrower's most recent interim financial statements;
- (r) the Administrative Agent shall have received and reviewed to its satisfaction the Cooperative Member financing reports of the Borrower for the last three (3) months, showing accrued Cooperative Member interest from such financings;
- (s) the Administrative Agent and Lenders shall have received payment in full of all amounts of fees and expenses required, under this Agreement, to be paid on or prior to the Closing Date;
- (t) the Administrative Agent shall have received such additional evidence, documents or undertakings as it may reasonably require to complete the transactions contemplated hereby in accordance with the terms and conditions contained herein; and
- (u) the representations and warranties set forth in Section 8.1 and each other Loan Document (except those expressly stated to be made as of a specific date) shall be true and correct as if made on and as of the Closing Date,

provided that all documents delivered pursuant to this Section 3.1 must be in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably.

3.2 Conditions Precedent to each Advance

The obligation of each Lender to make each and every advance under Credit Facilities is subject to and conditional upon the prior satisfaction or waiver of the following conditions precedent:

- (a) the Administrative Agent will have received a Drawdown Notice by the time required under Section 2.4 (other than in respect of the Swingline);
- (b) the representations and warranties set forth in Section 8.1 and each other Loan Document (except those expressly stated to be made as of a specific date) shall be true and correct as if made on and as of the Drawdown Date;
- (c) no Default or Event of Default shall have occurred and be continuing on the Drawdown Date, or would result from making the requested advance;

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- (d) the Borrower must have delivered to the Administrative Agent all reporting required by Section 9.3 prior to the date of such Drawdown, and no Material Adverse Change shall have occurred prior to such Drawdown;
- (e) ~~subject to Section 2.1(e)~~, after giving effect to the Drawdown the aggregate Obligations outstanding under all Loans under (i) Facility 1 shall not exceed the Facility 1 Limit, (ii) the Swingline shall not exceed the Swingline Limit, and (iii) Facility 1 and the Swingline on a combined basis shall not exceed the lesser of ~~\$400,000,000~~ the Total Commitments or the Borrowing Base; and
- (f) all other terms and conditions of this Agreement upon which the Borrower may obtain a Loan that have not been waived will have been fulfilled.

3.3 Waiver

The conditions set forth in this Article 3 are inserted for the sole benefit of the Administrative Agent and the Lenders and may be waived by the Lenders, in whole or in part (with or without terms or conditions), in their discretion in respect of any Drawdown without prejudicing the right of the Lenders at any time to assert such conditions in respect of any subsequent Drawdown.

ARTICLE 4 PAYMENTS OF INTEREST AND FEES

4.1 Interest on Prime Rate Loans

The Borrower will pay interest on each Prime Rate Loan during each Interest Period applicable thereto in Canadian Dollars at a rate *per annum* equal to the sum of (a) the Prime Rate in effect from time to time during such Interest Period plus (b) the Prime Rate Margin. Each determination by the Administrative Agent of the Prime Rate applicable from time to time during an Interest Period will, in the absence of manifest error, be binding upon the Borrower. Such interest will be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date, Conversion Date or preceding Interest Payment Date, as the case may be, for such Loan to but excluding such Interest Payment Date (or, if such Interest Payment Date follows the repayment of such Loan or the Conversion of such Loan, to but excluding the date of such repayment or Conversion) and will be calculated on the principal amount of the Prime Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days ~~or 366 days, as the case may be~~. Changes in the Prime Rate will cause an immediate adjustment of the interest rate applicable to such Loan without the necessity of any notice to the Borrower. The payment of interest on the Interest Payment Date shall be made by way of a Drawdown on Facility 1.

4.2 Interest on Term CORRA Loans

The Borrower will pay interest on each Term CORRA Loan (or Daily Compounded CORRA Loan in the event of a Benchmark Replacement) during each Interest Period applicable thereto in Canadian Dollars at a rate *per annum* equal to the sum of (a) the Term CORRA plus (b) the Term CORRA Margin. Each determination by the Administrative Agent of the Term CORRA (or Daily Compounded CORRA in the event of a Benchmark Replacement) applicable from time to time during an Interest Period will, in the absence of manifest error, be binding upon the Borrower. Such interest will be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date, Conversion Date or preceding Interest Payment Date, as the case may be, for such Loan to but excluding such Interest Payment Date (or, if such Interest Payment Date follows the repayment of such Loan or the Conversion of such Loan, to but excluding the date of such repayment or Conversion) and will be

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calculated on the principal amount of the Term CORRA Loan (or Daily Compounded CORRA Loan in the event of a Benchmark Replacement) outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days ~~or 366 days, as the case may be~~. Changes in the Term CORRA (or Daily Compounded CORRA in the event of a Benchmark Replacement) will cause an immediate adjustment of the interest rate applicable to such Loan without the necessity of any notice to the Borrower. The payment of interest on the Interest Payment Date shall be debited from the Swingline.

4.3 Agency and Arrangement Fees

In consideration of the Administrative Agent acting as Administrative Agent and Sole Arranger under the Loan Documents, the Borrower will pay to the Administrative Agent an agency and arrangement fee in an amount, and on the terms and conditions, agreed to in writing by the Administrative Agent and the Borrower. All such written arrangements will constitute Loan Documents.

4.4 Commitment Fees

In consideration of the Lenders' Commitments hereunder, the Borrower will pay to the Lenders a commitment fee with respect to the Credit Facilities in an amount, and on the terms and conditions, agreed to in writing by the Lenders and the Borrower. All such written arrangements will constitute Loan Documents.

4.5 Default Interest

Upon the occurrence of an Event of Default, the interest rate payable by the Borrower on the Credit Facilities or any other amounts due under any Loan Document shall, to the extent permitted by Applicable Laws, be the Prime Rate or Term CORRA (or Daily Compounded CORRA in the event of a Benchmark Replacement), as applicable, plus (i) the Applicable Margin plus (ii) 2.00%.

4.6 Breakage Costs

The Borrower acknowledges that Loans made by a Lender by way of Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement), may not be repaid prior to the maturity thereof. If:

- (a) any such Loan is repaid or prepaid on any day other than the last day of the Interest Period corresponding to such Loan (including as a result of an Event of Default);
- (b) any such Loan is converted by way of a Conversion or continued by way of a Rollover on any day other than the last day of the Interest Period corresponding to such v (including as a result of an Event of Default);
- (c) the Borrower fails to borrow, Convert, Rollover or prepay any such Loan on the date specified in any notice delivered pursuant to this Agreement; or
- (d) any assignment of any such Loan occurs on any day other than the last day of the Interest Period corresponding thereto as a result of a request by the Borrower,

the Borrower shall indemnify and hold the Administrative Agent and the Lenders harmless against, and agree to pay to the Administrative Agent on behalf of the Lenders upon demand, all losses, claims, costs, damages, and liabilities (including any expense or cost incurred in the liquidation and re-deployment of funds acquired to fund or maintain any portion of a Loan and reasonable out-of-pocket expenses and legal fees on a solicitor and client basis) incurred by the Administrative Agent and any Lender as a result of the foregoing, as determined by such Lender in accordance with its usual practice. The Administrative

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Agent shall provide the applicable Borrower with a written certificate showing in reasonable detail the basis for such claim, which shall be deemed to be *prima facie* correct.

ARTICLE 5 REPAYMENT

5.1 Mandatory Repayment

- (a) Subject to Sections 5.1(b), 5.1(c), 10.1, and 10.2, the Borrower shall repay in full the outstanding principal amount of all Loans and other Obligations under the Credit Facilities on the earlier of (i) the date of acceleration as set out in Section 10.2, and (ii) the Maturity Date.
- (b) In addition to the repayment of the Credit Facilities described in Section 5.1(a) and ~~subject to Section 2.1~~ 5.1(c), if the Administrative Agent determines that on any day the outstanding Obligations under:
 - (i) Facility 1 exceeds the Facility 1 Limit; or
 - (ii) the Swingline exceeds the Swingline Limit; or
 - (iii) Facility 1 and the Swingline on a combined basis exceeds the lesser of (i) ~~\$400,000,000~~ the Total Commitments, or (ii) the Borrowing Base,

the Administrative Agent will notify the Borrower that such an event has occurred, and the Borrower ~~will~~ shall, within ten (10) Business Days following receipt of such notice repay the Loans under the applicable Credit Facility in an amount equal to such excess.

- (c) In addition to the repayment of the Credit Facilities described in Section 5.1(a) and 5.1(b), if the Province of Alberta reduces the face amount under the GAFA Guarantee to an amount less than 15% of the Total Commitments then in effect, then, effective on the date on such reduction, the Commitments of the Lenders shall be permanently reduced in the discretion of Administrative Agent (in consultation with the Borrower) by the requisite amount necessary to provide that the reduced face amount of the GAFA Guarantee is equal to 15% of the Total Commitments. If, after giving effect the reduction of the Total Commitments required by this clause, the outstanding principal amount of the Obligations exceeds the new Total Commitments, then the Borrower shall, within ten (10) Business Days, repay such excess amount to the Administrative Agent, to be applied firstly against Facility 1, and thereafter against the Swingline.
- (d) ~~(e)~~ All net proceeds:
 - (i) the sale or issuance of equity or debt by the Borrower;
 - (ii) any sale or disposition of assets (other than Permitted Dispositions), except where such proceeds are reinvested (or contracts and/or obligations are in place to complete reinvestment) in similar assets within 180 days after the date of making any such sale or Disposition; or
 - (iii) insurance claims (excluding claims from business interruption insurance) or proceeds of condemnation with respect to the property; except where such proceeds are reinvested by the Borrower in replacement of the affected property or investment in similar assets within 180 days after the receipt of such proceeds,

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shall be used to repay the outstanding Obligations, firstly to be applied against Facility 1, and thereafter against the Swingline.

- (e) ~~(d)~~ The payments required under paragraph ~~(e)~~ shall be used to repay the outstanding Obligations under the Credit Facilities, but without reducing the Facility 1 Limit or Swingline Limit available thereunder.

5.2 Voluntary Repayments

The Borrower may at any time, from time to time, repay without penalty, the whole or any part of any Loans outstanding under the Credit Facilities, provided that (a) the Borrower shall give a Repayment Notice to the Administrative Agent at least three Business Days prior to the repayment date, (b) each such repayment must be in minimum amounts of \$100,000.00 and increments of \$100,000.00 thereafter, and (c) unless such repayment is made in accordance with Section 4.6, a Term CORRA Loan (or Daily Compounded CORRA Loan in the event of a Benchmark Replacement) may only be repaid on the last day of its Interest Period, but may be cash collateralized on terms satisfactory to the Administrative Agent (together with such security agreements, Officer's Certificates, legal opinions and other documents or agreements as the Administrative Agent may reasonably request in connection therewith). Any unwind costs associated with currency or interest risk hedging agreements are for the account of the Borrower. The Administrative Agent shall hold such cash collateral for the purpose of repaying, and shall apply such cash collateral to repay, such Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement), as they mature, except if an Event of Default has occurred and is continuing, and in such case, the Administrative Agent may apply such cash collateral at such time or times, and to such of the other outstanding Obligations (which, for greater certainty, shall not include any Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement) prior to maturity), as the Lenders may determine in their discretion

ARTICLE 6 PLACE AND APPLICATION OF PAYMENTS

6.1 Place of Payment of Principal, Interest and Fees

- (a) All payments of principal, interest, fees and other amounts to be made by the Borrower to the Administrative Agent and the Lenders pursuant to this Agreement shall be made in immediately available funds at its Agent's Branch of Account or to such other address as the Administrative Agent may direct in writing from time to time. All such payments received by the Administrative Agent on a Business Day before 1:00 p.m. (Toronto time) shall be treated as having been received by the Administrative Agent on that day; payments made after such time on a Business Day shall be treated as having been received by the Administrative Agent on the next Business Day.
- (b) Whenever any payment shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Interest shall continue to accrue and be payable thereon as provided herein, until the date on which such payment is received by the Administrative Agent.

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ARTICLE 7 SECURITY

7.1 Security

As general and continuing security for the payment and performance of the Obligations the Security described below has or will be granted to the Administrative Agent on behalf of the Lenders, in each case in a form acceptable to the Administrative Agent:

- (a) a general security agreement or the equivalent in the Relevant Jurisdiction, granted by the Borrower, and providing the Administrative Agent, on behalf of the Lenders, with a first-ranking security interest over the Borrower's present and after acquired property, subject to Permitted Encumbrances;
- (b) an assignment and pledge over Cooperative Member restricted funds held on deposit, granted by the Borrower in favour of the Administrative Agent, on behalf of the Lenders;
- (c) an assignment of material contract in respect of the security granted by the Cooperative Members in the Borrower's favour, granted by the Borrower in favour of the Administrative Agent, on behalf of the Lenders; and
- ~~(d) a guarantee from the Government of Alberta Feeder Association, in the amount of 15% of the total Credit Facilities, as part of a tri-party agreement between the Borrower, the Administrative Agent, and the Province of Alberta;~~
- (d) ~~(e)~~ an assignment of insurance policies granted by the Borrower in favour of the Administrative Agent, on behalf of the Lenders;
- (e) ~~(f)~~ security from the Borrower under Section 427 of the *Bank Act* (Canada); and
- (f) ~~(g)~~ such other security as the Lenders may require.

7.2 Registration and Protection of Security

Each Credit Party shall, upon request, provide, or cause to be provided (as the case may be), the Security perfected to the proper satisfaction of the Administrative Agent and the Lenders and shall, at the Borrower's expense, register, file or record or cause the registration, filing or recording of the Security granted by it in all offices in each jurisdiction where such registration, filing or recording is necessary or of advantage to the creation, perfection and preservation of the Security applicable to it. Each Credit Party shall provide the Administrative Agent with such assistance and do such acts as the Administrative Agent may from time to time request and provide such other materials of conveyance, assignment, transfer or charge to properly effect the Administrative Agent's Security as contemplated and shall renew, add to, and maintain such registrations, filings and recordings from time to time as and when required to keep them in full force and effect and to maintain the required priority of such Security.

7.3 After Acquired Property and Further Assurances

Each Credit Party will from time to time execute and deliver all such further deeds or other instruments of conveyance, assignment, transfer, mortgage, hypothec, pledge or charge after the date hereof, as may reasonably be required, to properly perfect the security interest of the Administrative Agent and the Lenders, or any of them, in any ~~collateral~~ Collateral subject to the Security.

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7.4 Form of Security

The Security will be in form satisfactory to the Administrative Agent and the Lenders.

7.5 Hedging Transactions Secured *Pari Passu*

The Administrative Agent, the Lenders, and each of the Credit Parties acknowledge and agree that the Security shall secure, on a *pari passu* basis:

- (i) the Obligations; and
- (ii) the present and future debts, liabilities and obligations of a Credit Party to any Lender or Affiliate of a Lender under or in connection with (A) cash management arrangements, (B) any hedging arrangements permitted under this Agreement, or (C) other transactions not made under this Agreement if it is agreed by the Borrower and the Administrative Agent (acting on the instructions of the Required Lenders) that such debts, liabilities and obligations shall be guaranteed and secured by the Security (the “**Other Secured Obligations**”). In respect of the Other Secured Obligations, each such Lender further acknowledges that the enforcement of any of the Security is a matter which requires approval of the Required Lenders.

7.6 Reaffirmation

In respect of any Security previously executed by a Credit Party, such Credit Party (a) reaffirms and agrees that the Security to which it is a party are and shall remain in full force and effect; (b) acknowledges and reaffirms all obligations owing by it to the Administrative Agent and the Lenders under any Security to which it is a party; (c) reaffirms and agrees that nothing in the Security obligates the Administrative Agent or the Lenders to seek reaffirmation of the Security in connection with similar matters in the future; and (d) reaffirms and agrees that no requirement to so notify such Credit Party or to seek such Credit Party’s reaffirmation in connection with similar matters in the future shall be implied by the execution of this reaffirmation.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

Each of the Credit Parties represents and warrants to the Administrative Agent and the Lenders as specified in this Section 8.1.

- (a) **Existence and Qualification.** Each of the Credit Parties: (i) that is a corporation, company, or cooperative, has been duly incorporated, amalgamated, formed, or continued, as the case may be, and is validly subsisting as a corporation, company, or cooperative, as applicable, under the laws of its jurisdiction of incorporation, amalgamation, formation, or continuance, as the case may be; (ii) that is not a corporation, company or cooperative, has been duly created or established as a partnership, limited partnership, trust or other entity and validly exists under the laws of the jurisdiction in which it has been created or established; and (iii) has not adopted or designated any name (including any French name) except as set forth on Schedule H.
- (b) **Power and Authority.** Each of the Credit Parties has the power, authority and right (i) to enter into and deliver, and to exercise its rights and perform its obligations under, the Loan Documents to which it is a party and all other instruments and agreements delivered by it pursuant to any of the Loan Documents, and (ii) to own its property and

carry on its business as currently conducted and as currently proposed to be conducted by it.

- (c) **Duly Licensed.** Each of the Credit Parties is duly licensed, registered or qualified to carry on business in all jurisdictions where the character of its assets and property owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary or desirable under Applicable Law. Each of the Credit Parties holds all Material Licences, Permits and all other prerequisites for conducting its business under Applicable Law except where any failure to hold a Material Licence or Permit could not reasonably be expected to result in a Material Adverse Change.
- (d) **Execution, Delivery, Performance and Enforceability of Documents.** The execution, delivery and performance of each of the Loan Documents to which any Credit Party is a party, and every other instrument or agreement delivered by it pursuant to any Loan Document, has been duly authorized by all actions, if any, required on its part and by its shareholders and directors (or, where applicable, partners, members, unitholders or managers), and each of such documents has been duly executed and delivered and constitutes a valid and legally binding obligation of the particular Credit Party enforceable against it in accordance with its terms subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity.
- (e) **Loan Documents Comply with Applicable Laws, Organizational Documents and Contractual Obligations.** Neither the entering into nor the delivery of, and neither the consummation of the transactions contemplated in nor compliance with the terms, conditions and provisions of, the Loan Documents by any Credit Party conflicts with or will conflict with, or results or will result in any Material breach of, or constitutes a default under or contravention of, (i) any Requirement of Law applicable to it, (ii) any of its Organizational Documents, (iii) any Permitted Encumbrances, (iv) any Material Licence, (v) any Indebtedness outstanding by any of the Credit Parties, or (vi) results or will result in the creation or imposition of any Encumbrance upon the Collateral, including the Secured Property, that is not a Permitted Encumbrance.
- (f) **Consents Respecting Loan Documents.** Each of the Credit Parties has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required by or from any Governmental Authority or any other third party as to the date hereof in connection with the execution and delivery by it of each of the Loan Documents to which it is a party and the consummation of the transactions contemplated in the Loan Documents.
- (g) **Taxes.** Each of the Credit Parties has paid or made adequate provision for the payment of all Taxes levied on it or on its property or income that are due and payable, including interest and penalties, or has accrued such amounts in its financial statements for the payment of such Taxes except Taxes that are not material in amount, that are not delinquent or if delinquent are being contested, and there is no material action, suit, proceeding, investigation, audit or claim now pending, or to its knowledge threatened, by any Governmental Authority regarding any Taxes nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes.
- (h) **Judgments, Etc.** No Credit Party is subject to any judgment, order, writ, injunction, decree or award, or to any restriction, rule or regulation (other than customary or ordinary course restrictions, rules and regulations consistent or similar with those imposed on other Persons engaged in similar businesses) that has not been stayed or of

which enforcement has not been suspended and that could exceed Two Hundred Fifty Thousand (\$250,000.00) Dollars in the aggregate.

- (i) **Absence of Litigation.** There are no actions, suits or proceedings pending or, to the best of the Credit Parties' knowledge and belief, after due inquiry and all reasonable investigation, threatened against or affecting any Credit Party that could be reasonably likely to cause, either separately or in the aggregate, a Material Adverse Change.
- (j) **Title.** As at the Closing Date, each Credit Party has good title to all its undertaking and property relating to the Secured Property, both real and personal, free and clear of all Encumbrances except Permitted Encumbrances (so long as those that are not currently registered remain unregistered) and no Person has any agreement, option or right to acquire an interest in the Secured Property, except pursuant to a Permitted Encumbrance.
- (k) **Compliance with Laws.** No Credit Party is in default under any Applicable Law where such default could reasonably be expected to result in a Material Adverse Change, and all its undertakings and property, both real and personal, and the operation and use thereof are in compliance with all Applicable Law except to the extent that a failure to comply would not be reasonably likely to result in a Material Adverse Change.
- (l) **No Default.** No Default or Event of Default has occurred and is continuing.
- (m) **Ownership Structure.** The ownership structure set out in Schedule H accurately reflects the organizational and ownership structure of each Credit Party. The Relevant Jurisdictions for each of the Credit Parties are set forth on Schedule H.
- (n) **Security.** The Security to which such Credit Party is a party, is effective to create in favour of the Administrative Agent, in its capacity as agent for the Lenders, as security for the obligations described therein, a legal, valid, binding and enforceable security interest in the Collateral described therein and proceeds thereof, subject to bankruptcy and insolvency and other laws affecting the rights of creditors generally and to general principles of equity, and constitutes, in the case of the Credit Parties, a first priority security interest (subject to Permitted Encumbrances) against the Secured Property.
- (o) **Financial Statements.** Except to the extent that subsequent financial statements furnished to the Administrative Agent and the Lenders have identified restatements, other adjustments or changes in accounting policies, all of the financial statements that have been furnished to the Lenders in connection with this Agreement are accurate and complete in all material respects and such financial statements fairly present the financial position of the Credit Parties, as the case may be, as of the dates referred to therein and have been prepared in accordance with GAAP.
- (p) **No Material Adverse Change.** Since the date of the Credit Parties' most recent annual financial statements provided to the Administrative Agent, there has been no condition (financial or otherwise), event or change in any Credit Party's business, liabilities, operations, results of operations, assets or prospects which constitutes, or could reasonably be expected to constitute, or result in, a Material Adverse Change.
- (q) **Environmental Matters.**
 - (i) Except as disclosed to the Lenders, to the best of the knowledge of the Credit Parties after due inquiry, the Secured Property and the operations of the

Borrower are in full compliance in all material respects with all Environmental Laws. No Credit Party is aware of, nor has it received notice of, any past, present or future condition, event, activity, practice or incident that may interfere with or prevent the compliance or continued compliance by it or any other Credit Party in respect of the Secured Property under all Environmental Laws; and the Credit Parties have obtained all material Permits that are currently required in respect of the Secured Property under all Environmental Laws and are in full compliance with the provisions of such material Permits.

- (ii) Except as disclosed to the Lenders, the Credit Parties are not aware that any Hazardous Substances exist on, about or within or have been used, generated, stored, transported, disposed of on, or Released from the Secured Property other than in material compliance with all Environmental Laws.
- (iii) The use that the Credit Parties have made and intend to make of the Secured Property will not result in the use, generation, storage, transportation, accumulation, disposal, or Release of any Hazardous Substances on, in or from the Secured Property except in accordance and compliance with all Environmental Laws in all material respects.
- (iv) There is no action, suit, order or proceeding, or, to its knowledge, any investigation or inquiry, before any Governmental Authority pending or, to its knowledge, threatened against any Credit Party relating in any way to any Environmental Law that could be reasonably likely to cause, either separately or in the aggregate a Material Adverse Change.
- (v) Except as disclosed to the Lenders, no Credit Party has (i) incurred any current and outstanding liability for any clean-up or remedial action under any Environmental Law with respect to current or past operations, events, activities, practices, incidents or the condition or use of the Secured Property, (ii) received any outstanding written request for information (other than information to be provided in the normal course in connection with applications for Permits) by any Person under any Environmental Law with respect to the condition, use or operation of the Secured Property, or (iii) received any outstanding written notice, order or claim under any Environmental Law with respect to any material violation of or liability under any Environmental Law regarding the Secured Property or relating to the presence of Hazardous Substance on or originating from the Secured Property.
- (r) **Pension Plans.** Except as would not, individually and in the aggregate, reasonably be expected to have a Material ~~Adverse Effect~~adverse effect: (i) each Credit Party's Pension Plans are duly registered under all applicable Pension Laws, (ii) all obligations of any Credit Party required to be performed in connection with the Pension Plans or the funding agreements therefor have been performed in a timely fashion and there are no outstanding disputes concerning the assets held pursuant to any such funding agreement, (iii) all contributions or premiums required to be made by any Credit Party to the Pension Plans have been made in a timely fashion in accordance with the terms of the Pension Plans and all Pension Laws, (iv) all employee contributions to the Pension Plans required to be made by way of authorized payroll deduction have been properly withheld by each Credit Party and fully paid into the Pension Plans in a timely fashion in accordance with the terms of the Pension Plans and all Pension Laws, (v) all reports and disclosures relating to the Pension Plans required by Pension Laws have been filed or distributed in a

timely fashion, (vi) no amount is due and owing by any of the Pension Plans under the Pension Laws, (vii) none of the Pension Plans is the subject of an investigation, proceeding, action or claim and there exists no state of fact which after notice or lapse of time or both would reasonably be expected to give rise to any such proceedings and (viii) no trust, statutory deemed trust or lien has arisen or been imposed on any Pension Plan. On the Closing Date no Credit Party is party to a Pension Plan that is a defined benefit pension plan or which contains a defined benefit pension provision contributed to or required to be contributed to by a Credit Party and that is or is required to be registered under the Pension Laws, or any similar legislation in any other jurisdiction.

- (s) **Labour Dispute and Casualties.** No Credit Party is engaged in any unfair labour practice that could reasonably be expected to cause a Material Adverse Change; and there is no unfair labour practice complaint pending against any Credit Party or, to the best of their knowledge, threatened against any Credit Party, before any Governmental Authority that if adversely determined could reasonably be expected to cause a Material Adverse Change. No grievance or arbitration arising out of or under any collective bargaining agreement is pending against any Credit Party or to the best of the Credit Parties' knowledge, threatened against any of them that is reasonably likely to cause, a Material Adverse Change. To the best of the Credit Parties' knowledge, no strike, labour dispute, slowdown or stoppage is pending against any Credit Party or, to the best of their knowledge, threatened against any Credit Party and no union representation proceeding is pending with respect to any employees of any Credit Party, except (with respect to any matter specified in this sentence, either individually or in the aggregate) such as could not reasonably be expected to cause a Material Adverse Change. The business of the Credit Parties are not affected in any respect by any fire, accident or other casualty that could reasonably be expected to cause a Material Adverse Change, in each case which has not been advised to the Administrative Agent in writing.
- (t) **Solvency.** Each of the Credit Parties is solvent, able to pay its debts as they mature, has sufficient capital to carry on its business and has assets the fair market value of which exceeds its liabilities, and it will not be rendered insolvent, under-capitalized or unable to pay debts generally as they become due by the execution or performance of this Agreement or any other Loan Document to which it is a party.
- (u) **Projections.** The Credit Parties' most recent projections provided to the Administrative Agent, the Lenders, or any of them, including forecasts, budgets, *pro formas* and business plans, were prepared in good faith based on assumptions that were believed to be reasonable and (except to the extent it has notified the Administrative Agent) are believed to be reasonable estimates of the prospects of the businesses referred to in the projections.
- (v) **Accuracy of Information.** Taken as a whole, all information (including information in financial statements, but excluding projections) pertaining to the Credit Parties that it has provided to the Administrative Agent, the Lenders, or any of them, is complete and accurate in all Material respects and does not contain any untrue statement of a Material fact or omit to state a Material fact necessary in order to make the statements contained in the information not Materially misleading in light of the circumstances in which the statements are made. There is no fact that it has not disclosed to the Administrative Agent and the Lenders in writing that has caused or could reasonably be expected to cause a Material Adverse Change.

~~40~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

- (w) **Consents.** No consent or approval is required in order to enable the creation, registration and perfection of the Security to ~~be provided to the Lenders hereunder~~ which such Credit Party is party or to enable the registration and perfection of ~~the~~ such Security to be provided to the Administrative Agent and/or the Lenders, other than consents and approvals which have been obtained or which will be delivered on or prior to the delivery of ~~the~~ such Security.
- (x) **Insurance.** The insurance policies required pursuant to Section 9.1(k) are in place and maintained.
- (y) **No Restrictions or Limitations.** Except as set forth herein or as otherwise approved by the Administrative Agent, there are no contractual limitations or restrictions in effect on the Borrower that would limit the Borrower's ability to make any Distributions (or make any payments which but for the application of the proviso contained in the definition of Distributions would be a Distribution) to any Person which holds Equity Interests of the Borrower.
- (z) **Residency.** Each Credit Party is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada).

8.2 Survival and Repetition of Representations and Warranties

The representations and warranties set out in Section 8.1 survive the execution and delivery of this Agreement and all other Loan Documents and, unless expressly stated to be made as of a specific date, will be deemed to be repeated by the applicable Credit Parties as of each Drawdown Date, each Conversion Date and each Rollover Date, except to the extent that on or prior to such date (a) the Credit Parties have advised the Administrative Agent in writing of a variation in any such representation or warranty, and (b) if such variation, in the opinion of the Required Lenders could either have or discloses an event which has or could have a ~~material~~ Material adverse effect upon the Security or result in a Material Adverse Change, the Required Lenders have approved such variation.

ARTICLE 9 COVENANTS

9.1 Positive Covenants

So long as this Agreement is in force, and except as otherwise permitted by the prior written consent of the Required Lenders or, where applicable, all of the Lenders pursuant to Section 20.1, each Credit Party covenants as follows:

- (a) **Timely Payment.** Each Credit Party shall make due and timely payment of the obligations required to be paid by it hereunder.
- (b) **Conduct of Business, Maintenance of Existence, Compliance with Laws.** Each Credit Party shall engage in business of the same general type as now conducted by it. Each Credit Party shall carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice as currently conducted and shall preserve, renew and keep in full force and effect its existence and take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business and comply with all Requirements of Law. Each Credit Party shall comply in all material respects with all Material contracts, Material Licences, and Permitted Encumbrances.

- (c) **Obligations and Taxes, etc.** Each Credit Party shall pay or discharge, or cause to be paid or discharged, when the same become due and payable (i) all Taxes imposed upon it or upon its income or profits or in respect of its business or property (including the Secured Property) and file all tax returns in respect thereof, and shall provide receipts to the Administrative Agent within thirty days of such payment or discharge (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its Indebtedness, and (iv) all other obligations; provided, however that it will not be required to pay or discharge or to cause to be paid or discharged any such amount so long as the validity or amount thereof is being contested in good faith by appropriate proceedings and an appropriate financial reserve in accordance with GAAP and satisfactory to the Administrative Agent has been established.
- (d) **Use of Credit Facilities.** The Borrower shall use the proceeds of the Credit Facilities only for the purposes specified in Section 2.3 and not for any other purpose or for any other Person.
- (e) **Security.** Each Credit Party shall provide the Security contemplated to be provided by such Credit Party hereunder, perfected as applicable to the satisfaction of the Administrative Agent against the Secured Property in the case of each Credit Party in first priority subject to Permitted Encumbrances; provided the foregoing does not apply to any Permitted Encumbrance stated to be unregistered if that Permitted Encumbrance is registered.
- (f) **Compliance with Environmental Laws.** Each Credit Party shall comply and, to the extent within its control, cause any other party that is acting under its authority to comply, in all material respects, with all Environmental Laws (including, but not limited to, obtaining any Permits) relating to the Secured Property.
- (g) **Maintenance of Property.** The Borrower shall keep the Secured Property in good working order and condition, normal wear and tear excepted, except to the extent that the failure to do so would not individually or in the aggregate be reasonably likely to cause a Material Adverse Change.
- (h) **Copies.** Each Credit Party shall deliver or cause to be delivered to the Administrative Agent a true copy of (a) any Material contract, Material LicenseLicence, and Permitted Encumbrances entered into after the date hereof and of all amendments to any Material contract, Material LicenseLicence, or Permitted Encumbrances in each case within five Business Days, (b) concurrently with the delivery of the financial statements pursuant to Section 9.3(a).
- (i) **Access to Information.** Each Credit Party shall permit the Administrative Agent, the Lenders and their agents, consultants, officers and employees, at the expense of the Borrower, provided such expenses are reasonably incurred, and upon reasonable prior notice during normal business hours, from time to time to visit and inspect the Secured Property and to examine and make abstracts from and copies of its physical and computer books of account and records as they pertain to the Secured Property or the applicable Credit Party, and be advised as to the same by the Borrower's members, consultants and legal counsel (with, prior to an Event of Default which is continuing, representatives of the Borrower present), all at such reasonable times as the Lenders may desire.

- (j) **Books and Records.** Each Credit Party shall maintain, or cause to be maintained adequate books, accounts and records: (i) in relation to the Secured Property; and (ii) in accordance with GAAP consistently applied.
- (k) **Insurance.** Each Credit Party shall maintain insurance on its assets, property and undertaking with reputable insurance companies in such amounts and covering such risks as usually carried by prudent companies engaged in similar businesses with the Administrative Agent named as an additional insured/first loss payee, and upon the Administrative Agent's request provide evidence of such insurance including certified policies.
- (l) **Title.** Each Credit Party shall warrant and defend, or cause the applicable Credit Party to warrant and defend, its title to the Secured Property and every part thereof against the claims of all Persons whomsoever and do, observe and perform all of its obligations and all things necessary or expedient to be done, observed or performed by virtue of any Applicable Law for the purpose of creating, maintaining and keeping maintained the Security constituted by the Loan Documents as valid and effective security with the priority required hereunder.
- (m) **KYC Documentation and Anti-Money Laundering.** The Credit Parties acknowledge that the Lenders have certain anti-money laundering and anti-terrorism responsibilities under various laws and regulations and that from time to time the Administrative Agent and the Lenders (including any prospective assignee or Participant) may request information in order to comply with Applicable Laws and internal requirements (including any applicable "know your customer" or "know your client" requirements) and the Credit Parties covenant and agree, upon request, to promptly provide the Administrative Agent such additional information as may be so requested. Each Credit Party shall also provide the Administrative Agent with prompt written notice of any change in beneficial ownership of any Credit Party, key officers, directors, or members, as applicable, after the date of this Agreement to the extent necessary for the Lenders to comply with such legislation. The proceeds of any Drawdown under the Credit Facilities shall not be needed or invested in order to support domestic or international terrorism and shall not be directly or indirectly derived from activities that may contravene Canadian laws and regulations, including anti-money laundering laws and regulations.
- (n) **Notices.** Each Credit Party shall give written notice to the Administrative Agent promptly after becoming aware, using reasonable diligence, thereof of:
 - (i) any litigation, dispute, arbitration or other proceeding to which a Credit Party is a party, the result of which if determined adversely in the case of any Credit Party would be a judgement or award in excess of Two Hundred Fifty Thousand (\$250,000.00) Dollars, or that could result in a Material Adverse Change, and from time to time provide the Administrative Agent with all reasonable information requested by the Administrative Agent concerning the status of any such proceeding;
 - (ii) any Default or an Event of Default, together with an Officer's Certificate specifying such Default or such Event of Default and detailing the steps being taken, if any, to cure same;
 - (iii) the incurrence or existence of any Encumbrance (other than a Permitted Encumbrance) on any Collateral after the Original Closing Date;

- (iv) any dispute which may exist between the Credit Parties and any Governmental Authority or any other proceeding which could result in a Material Adverse Change;
 - (v) any written communication received by the Credit Parties alleging default under Permitted Encumbrances which could result in a Material Adverse Change;
 - (vi) any default under any of the Permitted Encumbrances which could result in a Material Adverse Change;
 - (vii) any notices of expropriation, judgments, writs of execution, seizures, injunctions, work orders or directives or notices of deficiency capable of resulting in work orders or directives which could result in a Material Adverse Change;
 - (viii) any event or occurrence relating to the Secured Property which, in its opinion, acting reasonably, is likely to give rise to a notice of non-compliance with any Environmental Laws and of any notice of non-compliance actually received by a Credit Party or, to the knowledge of any Credit Party, threatened, including any investigation, non-routine inspection or material inquiry by any Governmental Authority, in connection with any Environmental Laws;
 - (ix) any proposed Change of Control;
 - (x) any damage to or destruction of any property that forms part of the Collateral (including the Secured Property), which might give rise to an insurance claim, if the cost of any repairs to or replacement of such assets equals or exceeds One Hundred Thousand (\$100,000.00) Dollars; or
 - (xi) any other matter which has had or could reasonably be expected to result in a Material Adverse Change.
- (o) **Necessary Acts to Protect Security.** Each Credit Party shall, at the Borrower's expense, take such steps as may be necessary or advisable to perfect the Security (or any part thereof) or to carry out the intent of this Agreement from time to time.
- (p) **Peaceable Entry.** Each Credit Party shall from and after the occurrence of an Event of Default and for so long as it is subsisting, allow the Administrative Agent, subject to Permitted Encumbrances, to lawfully, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy the Secured Property with its appurtenances without suit, hindrance, interruption or denial by it, or any other person whomsoever.
- (q) **Other Encumbrances.** Each Credit Party shall, unless the same shall constitute a Permitted Encumbrance, promptly pay and discharge all Encumbrances against the Secured Property from time to time.
- (r) **Cure Defects.** Each Credit Party shall promptly upon having knowledge thereof, cure or cause to be cured any defects in the execution and delivery of any of the Loan Documents or any of the other agreements, instruments or documents contemplated hereby and thereby or executed pursuant hereto and thereto or any defects in the validity or enforceability of any of the Loan Documents and execute and deliver or cause to be executed and delivered all such agreements, instruments and other documents as the Administrative Agent may consider reasonably necessary or desirable for the foregoing purposes.

- (s) **Additional Guarantors.** The Borrower shall ensure that within 30 days of any Subsidiary of the Borrower being created or acquired, such Person or Subsidiary shall become a Guarantor hereunder and execute and deliver all documents required pursuant to Article 7 in a form satisfactory to the Administrative Agent. Notwithstanding the foregoing, 2415042 Alberta Ltd. is not required to become a Guarantor hereunder.
- (t) **Tombstone Marketing.** For the purpose of "tombstone marketing", the Borrower hereby authorizes and consents to the reproduction, disclosure and use by the Lenders and the Administrative Agent of its name, identifying logo and the Credit Facilities to enable the Lenders to publish promotional "tombstones". The Borrower acknowledges and agrees that no compensation will be payable by the Lenders or the Administrative Agent in connection therewith and that the Lenders and the Administrative Agent shall have no liability whatsoever to it or any of its employees, members, or in obtaining and using such information as contemplated herein. The Borrower shall further permit the Administrative Agent to review and pre-approve of any and all references to the Administrative Agent or the Lenders contained in any press release or similar public disclosure in connection with the Credit Facilities.
- (u) **Cash Management.** Each Credit Party shall maintain all of their general current bank accounts and cash management with the Administrative Agent.
- (v) **Hedging.** Each Credit Party covenants and agrees that the Administrative Agent shall act as lead swap arranger for all hedging transactions. All permitted hedging transactions and cash management services must be provided by the Lenders and/or their Affiliates.
- (w) **Program.** Each Credit Party shall comply in all respects with the terms and conditions of the Program relating to the Credit Parties.

9.2 Negative Covenants

So long as this Agreement is in force, and except as otherwise permitted by the prior written consent of the Required Lenders or the Lenders pursuant to Section 20.1, each Credit Party, as applicable, covenants as follows:

- (a) **Disposition.** Other than Permitted Dispositions, the Borrower will not dispose of, in one transaction or a series of transactions, all or any part of their respective interest in the Secured Property, whether now owned or hereafter acquired.
- (b) **Consolidation, Amalgamation, etc.** The Credit Parties will not:
 - (i) directly or indirectly, by operation of law or otherwise amalgamate, merge with or consolidate with, acquire all or substantially all of the assets or Equity Interests of, or combine with or acquire any Person unless such Person is another Credit Party and the Administrative Agent is notified thereof as early as reasonably practicable prior thereto and, in any event, at least five (5) Business Days prior thereto;
 - (ii) enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate or capital structure; and
 - (iii) dispose of all or substantially all of its assets or liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution.

- (c) **No Change of Name, etc.** No Credit Party will change its name or chief executive office without providing the Administrative Agent with 10 days' prior written notice thereof.
- (d) **No Indebtedness and Financial Assistance.** The Borrower will not create, incur, assume, grant or suffer to exist, or permit the Borrower to create, incur, assume, grant or suffer to exist, any Indebtedness, other than Indebtedness arising: (i) from this Agreement, or (ii) pursuant to any ancillary bank products or services provided by Bank of Montreal. The Borrower will not create, incur, assume, grant or suffer to exist, or permit the Borrower to create, incur, assume, grant or suffer to exist, any Financial Assistance.
- (e) **No Investments.** The Borrower will not make, directly or indirectly, any Investment, except for any Investment that would not contravene the applicable Organizational Documents provided in the case of any such permitted Investment that no Default or Event of Default then exists and that the making of such Investment does not cause or result in a Default or Event of Default.
- (f) **No Distributions.** The Borrower will not make any Distribution, so long as a Default or Event of Default has occurred and is continuing, except Permitted Distributions.
- (g) **No Encumbrances.** No Credit Party will create, incur, assume or permit to exist any Encumbrance upon any Collateral except Permitted Encumbrances.
- (h) **No Change to Year End.** No Credit Party will make any change to its Fiscal Year end from August 31.
- (i) **No Continuance.** Each Credit Party will not continue into any other jurisdiction.
- (j) **Amendments to Organizational Documents.** Each Credit Party will not amend any of its Organizational Documents in a manner that could be reasonably expected to be prejudicial to the interests of the Administrative Agent or any of the Lenders under the Loan Documents.
- (k) **Amendments to other Documents.** Except as permitted or required hereunder, no Credit Party will amend, vary or alter in any way, consent to any assignment or transfer of, or waive or surrender any of its rights or entitlements under, any Material contracts or Material ~~Licenses~~ Licences, in a manner that could be prejudicial to the interests of the Administrative Agent or of the Lenders under the Loan Documents or that could result in a Material Adverse Change; provided that changes to the Program or the GAFA Guarantee instituted by the Government of Alberta shall not constitute a breach of the clause.
- (l) **No Change to Business.** The Borrower will not carry on any business other than the business carried on by it on the date hereof, which for greater certainty, is the financing of cattle to Cooperative Members, under the ~~Government of Alberta Feeder Breeder program~~ Program.
- (m) **Non-Arm's Length Transactions.** The Borrower will not enter into any transaction for the purchase, sale or exchange of any property or the rendering of any services, with any of its Affiliates, or with any Affiliate of any of its partners or shareholders (in each case other than the Borrower), except a transaction which is upon fair and reasonable terms

not less favourable to the Borrower than would be obtained in a comparable arms-length transaction for fair market value.

- (n) **Change of Control.** No Credit Party shall enter into or be subject to any transaction or agreement which results or could result in a Change of Control.
- (o) **Environmental Activity.** No Credit Party shall carry on any activity contrary in any material respect to any Environmental Law or cause or permit any Hazardous Substance to be stored in, Released or to be present in any form in or under the Secured Property contrary in any material respect to any Environmental Laws. Nothing in this Section 9.2(o) or this Agreement shall impose any obligation or liability whatsoever on the Administrative Agent and the Lenders.
- (p) **Restrictions on Intercompany Transfers.** No Credit Party shall, except as expressly permitted under this Agreement, create or otherwise cause or suffer to exist or become effective any consensual Encumbrance or restriction of any kind on the ability of any such Credit Party (other than pursuant to this Agreement or the Security) to: (i) make Distributions on any of such Credit Party's Equity Interests; (ii) pay any Indebtedness owed to the Borrower or any Credit Party; (iii) make loans or advances to the Borrower or any Credit Party; or (iv) transfer any of its property or assets to the Borrower or any Credit Party.
- (q) **Pension Plans.** No Credit Party will establish, operate, administer, contribute to, be liable under, participate in or admit any participant into any Pension Plan that is a defined benefit pension plan or which contains a defined benefit pension provision contributed to or required to be contributed to by a Credit Party and that is or is required to be registered under the Pension Laws, or any similar legislation in any other jurisdiction.
- (r) **Location of Assets in Other Jurisdictions.** Except for property in transit in the ordinary course of business, the Borrower will not acquire any material assets outside of Alberta or move any property from one jurisdiction to another jurisdiction where the movement of such property would cause the Encumbrance granted pursuant to the Security over such property to cease to be perfected under Applicable Law, and the Borrower will not suffer or permit in any other manner any of its property to not be subject to the Encumbrance granted pursuant to the Security or to be or become located in a jurisdiction as a result of which the Encumbrance granted pursuant to the Security over such property is not perfected, unless (i) the Borrower has first given the Administrative Agent not less than 30 days prior written notice thereof; and (ii) the Borrower has first executed and delivered to the Administrative Agent all Security and all financing or registration statements in form and substance satisfactory to the Administrative Agent which the Administrative Agent or its counsel from time to time deem necessary or advisable to ensure that Encumbrances granted pursuant to the Security at all times constitute a perfected first priority Encumbrance (subject only to Permitted Encumbrances) over such property notwithstanding the movement or location of such property as aforesaid together with such supporting certificates, resolutions, opinions and other documents as the Administrative Agent may deem necessary or desirable in connection with such security and registrations, acting reasonably.
- (s) **Hedging Transactions.** The Borrower shall not enter into any hedging transactions, other than with the Lenders or their Affiliates as permitted hereunder. For greater certainty, the Borrower shall not seek any hedging arrangement for speculative purposes.

~~47~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

- (t) **Residency.** Each Credit Party will not become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

9.3 Reporting Requirements

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Required Lenders or, where applicable, all of the Lenders pursuant to Section 20.1, each Credit Party, as applicable, will deliver, or cause to be delivered, to the Administrative Agent (in sufficient quantities for the Administrative Agent and each of the Lenders):

(a) **Reports.**

- (i) Annual audited financial statements of the Borrower within one hundred and twenty (120) days of the end of each Fiscal Year, inclusive of a Quarterly Compliance Certificate set out in Subsection (x).
- (ii) Semi-Annual ~~Province of Alberta Feeder Association guarantee program~~ Program audits for the Spring and Fall periods of each calendar year, to be provided no later than 30 days following receipt by the Borrower of audit results from the Alberta Feeder Association.
- (iii) Quarterly reports documenting all site visits completed by the Borrower's internal supervisor, indicating cattle location, number of cattle financed and confirmation of security duly registered, within forty-five (45) days of the end of each Fiscal Quarter.
- (iv) Quarterly unaudited financial statements of the Borrower within forty-five (45) days of the end of each Fiscal Quarter (other than for the fourth Fiscal Quarter), together with a Quarterly Compliance Certificate with attendant calculations indicating the Borrower's compliance with all financial covenants and confirming representations and warranties as set out in this Agreement.
- (v) Annual financial forecast of the Borrower within one hundred and twenty (120) days of each Fiscal Year end, said projections to be presented on a monthly basis and include income statement, balance sheet, cash flow statement, Capital Expenditure budget, detailed list of assumptions and projected quarterly trailing twelve month compliance ratios.
- (vi) Monthly signed detailed listing of Cooperative Member loans outstanding, including details of any loans in arrears, within twenty (20) days of each month-end.
- (vii) Monthly signed balance of monthly accrued Cooperative Member interest, within twenty (20) days of each month-end.
- (viii) Monthly confirmation that a minimum 5% of outstanding loan balances are offset by Cooperative Member deposits (the "**Minimum Assurance Fund**"), supported by a current investment statement, within twenty (20) days of each month-end.
- (ix) A certified Monthly Borrowing Base Certificate including a Borrowing Base report certifying, *inter alia*, the Borrowing Base, to be delivered to the Administrative Agent within twenty (20) days of each month-end. Each

~~48~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Monthly Borrowing Base Certificate shall be certified as to its accuracy by an authorized officer of the Borrower.

- (x) A certified Quarterly Compliance Certificate with attendant calculations indicating the Borrower's compliance with all financial covenants and confirming representations and warranties as set out in this Agreement, to be delivered to the Administrative Agent within forty-five (45) days of each Fiscal Quarter. Each Quarterly Compliance Certificate shall be certified as to its accuracy by an authorized officer of the Borrower.
- (b) **Other Information.** Such other information as the Administrative Agent may reasonably request respecting the Credit Parties and the Secured Property.
- (c) **Inventory Inspection.** Upon request by the Administrative Agent, the Borrower shall permit and facilitate an inventory inspection by the Administrative Agent of all Cooperative Member financed cattle.

9.4 Financial Covenants

The Borrower covenants with the Lenders that it shall, calculated on a consolidated trailing twelve month basis unless specified otherwise:

- (a) as of November 30, 2023, February 29, 2024 and May 31, 2024 the Fixed Charge Coverage Ratio, measured quarterly, shall be equal to or greater than 1.00:1.00, and at all times thereafter, equal to or greater than 1.10:1.00; and
- (b) the Minimum Assurance Fund shall be in compliance with Subsection 9.3(a)(viii); ~~measured monthly; and~~
- ~~(c) subject to Section 2.1(c), the Obligations outstanding under Facility 1 and the Swingline on a combined basis shall not exceed the lesser of \$400,000,000 or the Borrowing Base, measured monthly.~~

ARTICLE 10 DEFAULT

10.1 Events of Default

The occurrence of any one or more of the following events (each such event being referred to as an "Event of Default") will constitute a default under this Agreement:

- (a) the Borrower fails to pay or provide for any amount of principal when due; or
- (b) the Borrower fails to pay any other Obligations within three (3) Business Days of when due; or
- (c) there is a breach of Article 9 ~~(other than in relation to Section 9.1(a)) that is not corrected or otherwise satisfied within~~ the Borrower shall have thirty (30) days after from the time the Administrative Agent gives written notice of the breach to correct or otherwise cure such breach, to the extent curable, to the satisfaction of the Administrative Agent; provided always that the Borrower's ability to cure a breach set out in this section shall not apply in relation to Sections 9.1(a), 9.2, and 9.4); or

- (d) a default or other event or circumstance occurs in connection with Indebtedness of the Credit Parties in excess of \$250,000.00, other than the Obligations, if the effect is to cause or permit the acceleration of the due date of that Indebtedness (whether or not acceleration actually occurs) or to require the prepayment, repurchase, redemption or defeasance of that Indebtedness before its scheduled maturity, or a Credit Party fails to pay any such Indebtedness when due, except that this Section 10.1(d), shall not apply to secured Indebtedness that becomes due as a result of a voluntary sale or other Disposition of Secured Property securing the Indebtedness that is permitted by this Agreement, if the proceeds of the Disposition are used in accordance with the terms of that Indebtedness and no default results under the terms of that Indebtedness; or
- (e) a Credit Party denies its obligations under any Loan Document or claims any Loan Document to be invalid, unenforceable or withdrawn in whole or in part, including by purporting to terminate any guarantee or indemnity forming part of the Security; or
- (f) the performance of any Loan Document or the GAFA Guarantee becomes unlawful, any Loan Document or the GAFA Guarantee is invalidated or made unenforceable by any Applicable Law, or any Loan Document or the GAFA Guarantee is threatened, determined or in any way indicated to be invalid or unenforceable by any Governmental Authority, in each case in whole or in any material part, that is not corrected or replaced within ten (10) days after the Administrative Agent gives written notice of such occurrence, but for greater certainty, shall not include any reduction of the GAFA Guarantee other than as a result of the Borrower's failure to comply with the Program; or
- (g) any Encumbrance purported to be created by the Security ceases to be, or is claimed by any Credit Party not to be, a valid, perfected Encumbrance in the ~~collateral~~ Collateral described in the relevant document, and with respect to any Encumbrance created by the Security granted by the Borrower, having first priority but for Permitted Encumbrances, except as a result of being released by the Administrative Agent in accordance with this Agreement, and other than if claimed by a Credit Party to be invalid or unperfected, that is not corrected or replaced within ten (10) days after the Administrative Agent gives written notice of such occurrence; or
- (h) a Credit Party does not, is unable to, or admits its inability to meet or pay its obligations as they generally become due, ceases or threatens to cease to carry on its business (except as expressly permitted in this Agreement), declares any moratorium on its obligations, proposes a compromise or arrangement between it and any creditor, or otherwise becomes insolvent; or
- (i) a Credit Party makes an assignment in bankruptcy, makes a proposal to its creditors or files notice of its intention to do so, institutes any other proceeding under Applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief unless; or
- (j) the Borrower applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or a substantial part of its property; or
- (k) any petition is filed, application made or other proceeding instituted against or in respect of any Credit Party in any jurisdiction seeking any of the results described in Sections

10.1(i) and 10.1(j) and the Credit Party files an answer admitting the material allegations made against it or fails to defend the proceeding diligently, in good faith and on a timely basis by appropriate proceedings or consents to the proceeding, or the relief sought in the proceeding is granted (whether or not subject to appeal); or

- (l) one or more final judgments, writs of execution, garnishments or attachments or similar processes representing claims in an aggregate of \$250,000.00 are issued or levied against any Credit Party's property and are not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within thirty (30) days after their entry, commencement or levy; or
- (m) possession of property of the Credit Parties is taken by or at the instance of the holder or holders of an Encumbrance or Encumbrances, whether by seizure, appointment of a receiver or receiver and manager, or otherwise; or
- (n) an event or circumstance occurs that causes a Material Adverse Change, as determined by the Required Lenders, but for greater certainty, shall not include any reduction of the GAFA Guarantee; or
- (o) there is a breach of any other provision of any Loan Document that is not corrected or otherwise satisfied within thirty (30) days after any Credit Party learns of the breach or the Administrative Agent gives written notice of the breach, whichever is earlier; or
- (p) if: (i) any expropriating authority shall condemn, expropriate, seize or appropriate any property of any Credit Party which relates to or forms part of the Secured Property and which could materially impair, impact or effect the estimated value of the Secured Property; or (ii) any expropriating authority commences proceedings by serving on any Credit Party a notice of an application or approval to condemn, expropriate, seize or appropriate any property of any Credit Party which relates to or forms part of the Secured Property and which could materially impair, impact or affect the estimated value of the Secured Property and no Credit Party has initiated the process to have such approval denied within 25 days of notice of the application for approval being sent to any Credit Party or, if a Credit Party has initiated such process within such 25 day period, the expropriation proceedings have not been stayed, dismissed or abandoned within 85 days from the date the notice of the application for approval was sent to such Credit Party; or
- (q) if the Borrower shall be the subject of any proceeding or investigation pertaining to the discovery of any Hazardous Substance on the Secured Property or the Release by such entity of any Hazardous Substance or any violation of any Environmental Law shall occur which, in each case, could reasonably be expected to result in a Material Adverse Change; or
- (r) if any report of an accountant of any Credit Party contains any qualification which could reasonably be expected to Materially adversely affect the creditworthiness of any Credit Party or its ability to perform its Obligations; or
- (s) if there is a Change of Control.

10.2 Acceleration and Enforcement

- (a) If any Event of Default occurs and is continuing, (i) the Lenders will have no further obligation to make Loans hereunder, and the outstanding principal amount of all Loans,

and all other Obligations will, at the option of the Administrative Agent or upon the request of the Required Lenders, become immediately due and payable with interest thereon, at the rate or rates determined as herein provided, to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, all of which are hereby expressly waived by each Credit Party; (ii) the Lenders or the Administrative Agent on their behalf may, in their discretion, exercise any right or recourse and proceed by any action, suit, remedy or proceeding against any Credit Party authorized or permitted by law for the recovery of all the Obligations of the Credit Parties to the Lenders and, notwithstanding that the Administrative Agent has not exercised every right under the foregoing clause (i), proceed to exercise any and all rights hereunder and, subject to Section 10.2(c), under the Loan Documents. In addition, the Credit Parties shall upon the written request of the Administrative Agent assign, to the extent permitted by Applicable Law, to the Administrative Agent or its designate, or surrender, all licences, permits, authorizations and operating agreements held by or for the benefit of the Credit Parties, as the case may be. In this regard, each of the Credit Parties agrees to execute any documentation required by the Administrative Agent to bring any such assignment or surrender into effect, including, without limitation, a request to the applicable Governmental Authority that such Government Authority issue a licence, permit or authorization to, or enter into an operating agreement with, a Person designated by the Administrative Agent upon the surrender of any licence, permit, authorization or operating agreement by any of the Credit Parties and hereby irrevocably appoints the Administrative Agent as its attorney to execute any such documentation on behalf of each of the Credit Parties. For greater certainty, each of the Credit Parties will be considered to be in default of its obligations hereunder by the mere lapse of time provided herein for performing such obligations, without any requirement of further notice or other act of the Administrative Agent or any Lender unless a notice is specifically required under this Agreement.

- (b) The Administrative Agent and Lenders are not under any obligation to the Credit Parties or any other Person to realize upon any ~~collateral~~Collateral or enforce the Security or any part thereof or to allow any of the ~~collateral~~Collateral to be sold, dealt with or otherwise disposed of. Neither the Administrative Agent nor the Lenders are responsible or liable to the Credit Parties or any other Person for any loss or damage arising from such realization or enforcement or the failure to do so or for any act or omission on their respective parts or on the part of any director, officer, employee, agent or adviser of any of them in connection with any of the foregoing.
- (c) Each of the Lenders acknowledges that the Administrative Agent holds the Security to secure all of the Obligations and, upon the occurrence of an Event of Default, the Administrative Agent will act on the written instructions of the Required Lenders as provided in this Agreement and will distribute all payments made and amounts received by the Credit Parties and all net sale proceeds of realization of the Security to the Lenders in accordance with their Applicable Percentage of the Obligations and in accordance with Section 10.7.

10.3 Remedies Cumulative

For greater certainty, it is expressly understood that the respective rights and remedies of the Lenders and the Administrative Agent hereunder or under any other Loan Document or instrument executed pursuant to this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lenders or by the Administrative Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement

~~52~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

contained in this Agreement or any other Loan Document will not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which any one or more of the Lenders and the Administrative Agent may be lawfully entitled in connection with such default or breach.

10.4 Perform Obligations

If an Event of Default has occurred and is continuing and if any Credit Party has failed to perform any of its covenants or agreements in the Loan Documents, the Required Lenders, may, but will be under no obligation to, instruct the Administrative Agent on behalf of the Lenders to perform any such covenants or agreements in any manner deemed fit by the Required Lenders without thereby waiving any rights to enforce the Loan Documents. The reasonable expenses (including any legal costs) paid by the Administrative Agent and the Lenders in respect of the foregoing will be an Obligation and will be secured by the Security.

10.5 Third Parties

It is not necessary for any Person dealing with the Lenders, the Administrative Agent or any other agent of the Lenders to inquire whether the Security has become enforceable, or whether the powers that the Lenders or the Administrative Agent are purporting to exercise may be exercised, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale is to be made, or otherwise as to the propriety or regularity of any sale or other Disposition or any other dealing with the ~~collateral~~ Collateral charged by such Security or any part thereof.

10.6 Suspension of Lenders' Obligations

Without prejudice to the rights which arise out of this Agreement or by law, the occurrence of a Default or Event of Default shall, while such Default or Event of Default shall be continuing, relieve the Lenders of all obligations to convert any Loan or to accept any Rollover Notices.

10.7 Application of Payments

Following the occurrence of an Event of Default and for as long as such Event of Default is continuing all payments made by the Credit Parties hereunder or received from proceeds of realization of any Security will be applied to amounts due under the Obligations, all as determined by the Administrative Agent, as follows:

- (a) *First:* To the payment or reimbursement of expenses or costs incurred by the Administrative Agent, in its capacity as Administrative Agent and not as a Lender;
- (b) *Second:* To the payment of all costs and expenses (including legal or other professional fees) incurred by the Administrative Agent or any Lender, *pro rata* in accordance with the respective amounts thereof, in connection with any realization or enforcement proceedings against any Credit Party taken in respect of any Loan Document;
- (c) *Third:* To the payment of all accrued but unpaid interest on the Obligations, all fees, all stamping fees and all breakage costs with respect to the Obligations *pro rata* to each Lender in accordance with the amount of such interest and fees owing to it as a percentage of all such interest, fees and breakage costs;
- (d) *Fourth:* To the payment of all unpaid principal of the Obligations, *pro rata* to each Lender; and

- (e) *Fifth:* To the payment of all other amounts owing in respect of the Obligations not hereinbefore referred to, *pro rata* to each Lender in accordance with the amount in respect thereof owing to each Lender as a percentage of all such amounts.

Notwithstanding the foregoing, any such distribution that would otherwise be made pursuant to Section 10.7(d) on account of any outstanding Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement) will be set aside in a separate collateral account for the primary benefit of the Lenders who have issued such Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement) (and for the secondary benefit of the Lenders in respect of other Obligations) until and to the extent that such Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement) become matured and are not contingent, at which time such distributions will be made to the Lenders for whose primary benefit such amounts are held, at which time such application will be made in accordance with Section 10.7(d).

ARTICLE 11 THE ADMINISTRATIVE AGENT AND THE LENDERS

11.1 Payments by the Borrower

- (a) Prior to the exercise by the Administrative Agent of the remedies under Section 10.7, all payments made by or on behalf of the Borrower pursuant to this Agreement will be made to and received by the Administrative Agent on behalf of the Lenders and will be distributed by the Administrative Agent to the Lenders as soon as possible upon receipt by the Administrative Agent. Subject to Section 11.2, the Administrative Agent will distribute to the Lenders in accordance with each Lender's Applicable Percentage:
- (i) costs and expenses;
 - (ii) payments of interest, commitment fees and upfront fees;
 - (iii) repayments of principal;
 - (iv) prepayments of principal;
 - (v) amounts received by the exercise of any right of set-off, consolidation of accounts, or by counterclaim or cross-action; and
 - (vi) all other payments received by the Administrative Agent.
- (b) Subject to Section 11.2, if the Administrative Agent does not distribute a Lender's Applicable Percentage of a payment made by the Borrower to or for the benefit of a Lender for value on the day that payment is made to the Administrative Agent, provided that such payment is received by the Administrative Agent no later than 11:00 a.m. (Toronto time) on such day, the Administrative Agent will pay to such Lender on demand an amount equal to the product of (i) the Interbank Reference Rate and (ii) the amount received by the Administrative Agent from the Borrower and not so distributed to such Lender, with the result thereof multiplied by (iii) a fraction, the numerator of which is the number of days that have elapsed from and including the date of receipt of the payment by the Administrative Agent to but excluding the date on which the payment is made by the Administrative Agent to such Lender, and the denominator of which is 365 ~~or 366, as the case may be.~~

11.2 Payments by Administrative Agent For greater certainty, the following provisions will apply to all payments made by the Administrative Agent to the Lenders hereunder:

- (i) the Administrative Agent will be under no obligation to make any payment (whether in respect of principal, interest, fees or otherwise) to any Lender until an amount in respect of such payment has been received by the Administrative Agent from the Borrower;
 - (ii) if the Administrative Agent receives less than the full amount of any payment of principal, interest, fees or other amount owing by the Borrower under this Agreement, then the Administrative Agent will have no obligation to remit to each Lender any amount other than such Lender's Applicable Percentage of the amount actually received by the Administrative Agent;
 - (iii) if any Lender advances more or less than its Applicable Percentage of the Loan, such Lender's entitlement to such payment will be increased or reduced, as the case may be, in proportion to the amount actually advanced by such Lender;
 - (iv) the Administrative Agent acting reasonably and in good faith will, after consultation with the Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled and such determination will, in the absence of manifest error, be binding and conclusive;
 - (v) upon written request, the Administrative Agent will deliver a statement detailing any of the payments to the Lenders referred to herein; and
 - (vi) all payments by the Administrative Agent to a Lender hereunder will be made to such Lender at its address set forth on the signature pages on this Agreement or on the applicable Lender Assignment and Assumption unless notice to the contrary is received by the Administrative Agent from such Lender.
- (b) Unless the Administrative Agent has 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. If the payment by the Borrower is in fact not received by the Administrative Agent on the required date and the Administrative Agent has made available corresponding amounts to the Lenders, the Borrower will, without limiting its other obligations under this Agreement, indemnify the Administrative Agent against any and all liabilities, obligations, losses (other than loss of profit), damages, penalties, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on or incurred by the Administrative Agent as a result. A certificate of the Administrative Agent with respect to any amount owing by the Borrower under this Section 11.2(b) will be *prima facie* evidence of the amount owing in the absence of manifest error.

11.3 Administration of the Credits

- (a) Unless otherwise specified herein, the Administrative Agent will perform the following duties under this Agreement:

- (i) prior to an advance to the Borrower hereunder, ensure that all conditions precedent have been fulfilled in accordance with the terms of this Agreement or otherwise waived in accordance with this Agreement;
 - (ii) take delivery of each Lender's Applicable Percentage of a Loan and make all Loans hereunder in accordance with the provisions set forth herein;
 - (iii) use reasonable efforts to collect promptly all sums due and payable by the Credit Parties pursuant to this Agreement;
 - (iv) make all payments to the Lenders in accordance with the provisions hereof;
 - (v) hold all legal documents relating to the Credit Facilities, maintain complete and accurate records showing all Loans made by all remittances and payments made by the Borrower to the Administrative Agent, all remittances and payments made by the Administrative Agent to the Lenders and all fees or any other sums received by the Administrative Agent and allow the Lenders and their respective advisors to examine such accounts, records and documents at their own expense, and provide any Lender, upon reasonable notice, with such copies thereof as such Lender may reasonably require from time to time at its expense;
 - (vi) except as otherwise specifically provided for in this Agreement, promptly advise each Lender upon receipt of each notice and deliver to each Lender, promptly upon receipt, all other written communications furnished by the Borrower to the Administrative Agent pursuant to this Agreement, including copies of financial reports and certificates which are to be furnished to the Administrative Agent;
 - (vii) forward to each of the Lenders one copy each of the Loan Documents;
 - (viii) promptly forward to each Lender, upon request, an up-to-date loan status report and any other information respecting the Credit Parties reasonably requested by such Lender; and
 - (ix) upon learning of same, promptly advise each Lender in writing of the occurrence of a Default or an Event of Default or the occurrence of any event, condition or circumstance which could result in a Material Adverse Change to any Credit Party or of any material adverse information relative to any Credit Party or of the occurrence of any change which could result in a Material Adverse Change.
- (b) The Administrative Agent may take the following actions only with the prior consent of the Required Lenders, unless otherwise specified in this Agreement:
- (i) subject to Section 11.3(c), exercise any and all rights of approval conferred upon the Lenders by this Agreement;
 - (ii) amend, modify or waive any of the terms of this Agreement (including waiver of a Default or an Event of Default) if such action is not otherwise provided for in Section 11.3(c);
 - (iii) engage professionals, experts and agents as permitted by Section 11.4(a); and
 - (iv) declare an Event of Default, take action to enforce performance of the Obligations and realize on ~~collateral~~ the Collateral subject to the Security and

pursue any other legal remedy necessary or advisable to protect the interests of the Lenders hereunder.

- (c) The Administrative Agent may take the following actions only with the prior unanimous consent of the Lenders, unless otherwise specified herein:
 - (i) amend, modify, discharge, terminate or waive any of the terms of this Agreement if such amendment, modification, discharge, termination or waiver would (A) increase a Lender's Commitment or subject any Lender to any additional obligation; (B) reduce the principal or amount of, or interest on (including any Applicable Margin), directly or indirectly, any outstanding Loans or any fees (including the Maturity Date); (C) postpone any date fixed for any payment of principal of, or interest on, any outstanding Loans or any fees; and (D) change the percentage of the Commitments or the number or percentage of Lenders required for the Lenders, or any of them, or the Administrative Agent to take any action;
 - (ii) amend, modify, discharge, terminate or waive any terms of Article 3 or the Security or release any Credit Party or Security otherwise than pursuant to the terms hereof or thereof;
 - (iii) amend Article 5 or Sections 9.1(a), or 10.7;
 - (iv) amend any provision of this Article 11 (including this Section 11.3) that is stated to be solely for the benefit of the Lenders; or
 - (v) amend the definitions of "Required Lenders" or "Change of Control".
- (d) Notwithstanding any other provision contained herein, no Lender's Commitment or Applicable Percentage may be amended without the consent of that Lender. Provided further that no amendment, waiver or consent, unless in writing and signed by the Administrative Agent in addition to the Lenders required herein above to take such action, reflects the rights or duties of the Administrative Agent under any Loan Documents or in respect of any Loan.
- (e) As between the Borrower, on the one hand, and the Administrative Agent and the Lenders, on the other hand:
 - (i) all statements, certificates, consents and other documents which the Administrative Agent purports to deliver on behalf of the Lenders or the Required Lenders will be binding on each of the Lenders, and the Credit Parties will not be required to ascertain or confirm the authority of the Administrative Agent in delivering such documents;
 - (ii) all certificates, statements, notices and other documents which are delivered by the Credit Parties to the Administrative Agent in accordance with this Agreement will be deemed to have been delivered to each of the Lenders; and
 - (iii) all payments which are made by the Credit Parties to the Administrative Agent in accordance with this Agreement will be deemed to have been duly made to each of the Lenders.

11.4 Rights of Administrative Agent

- (a) In administering the Credit Facilities, the Administrative Agent may retain, at the expense of the Lenders if such expenses are not recoverable from the Credit Parties, such counsel, auditors and other experts as the Administrative Agent may select, in its discretion, acting reasonably, and is entitled to rely upon the advice of such counsel, auditors and other experts in the performance of its duties hereunder.
- (b) Except in its own right as a Lender, the Administrative Agent will not be required to advance its own funds for any purpose hereunder.

11.5 Representations, Acknowledgements and Covenants of Lenders

- (a) Each Lender represents and warrants to the Borrower and the Administrative Agent that it has the legal capacity, power and authority to enter into the Loan Documents and has not contravened its constating documents or any Applicable Law by so doing.
- (b) Each of the Lenders acknowledges that in the event that the Administrative Agent does not receive payment in accordance with this Agreement, it will not be the obligation of the Administrative Agent to maintain the Credit Facilities in good standing nor will any Lender have recourse to the Administrative Agent in respect of any amounts owing to such Lender under this Agreement.
- (c) Each Lender acknowledges that its obligation to advance its Applicable Percentage of Loans is independent and in no way related to the obligation of any other Lender hereunder.
- (d) Each Lender agrees that it will notify the Administrative Agent of any Default or Event of Default of which it becomes aware.
- (e) Each Lender hereby acknowledges receipt of a copy of the Loan Documents and acknowledges that it is satisfied with the form and content of such documents.
- (f) Each Lender will respond promptly to each request by the Administrative Agent for the consent of such Lender required hereunder.

11.6 Provisions Operative Between Lenders and Administrative Agent Only.

Except for the provisions of Sections 11.1(a), 11.3(a), 11.3(b), 11.3(c) and 11.3(d), Sections 11.5(a), 11.5(c), 11.5(e) and 11.5(f) and the provisions of this Article 11 relating to the rights and obligations of the Lenders and the Administrative Agent *inter se* will be operative as between the Lenders and the Administrative Agent only, and the Credit Parties will not have any rights or obligations under or be entitled to rely for any purpose upon such provisions.

11.7 No Duties

Notwithstanding anything herein or in the Loan Documents to the contrary, the sole lead arranger and sole bookrunner shall not 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 12 INCREASED COSTS, TAXES, ILLEGALITY

12.1 ~~(a) Increased Costs~~ Increased Costs Generally. If any Change in Applicable Laws shall:

- (i) impose, modify or deem applicable any reserve, assessment, 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 Loans made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for (x) Indemnified Taxes or Other Taxes covered by Section 12.2 and (y) the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or
- (iii) 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 participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loans (or of maintaining its obligation to make any such Loans), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then upon request of such Lender, 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.

- (b) **Capital Requirements.** If any Lender determines that any Change in Applicable Laws affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements 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 to a level below that which such Lender or its holding company could have achieved but for such Change in Applicable Laws (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 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.
- (c) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this Section 12.1 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 this Section 12.1 for any increased costs incurred or reductions suffered more than three (3) months prior to the date that such Lender notifies the Borrower of the Change in Applicable Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor, unless the Change in Applicable Law giving rise to such increased costs or reductions is retroactive, in which case the three (3) month period referred to above shall be extended to include the period of retroactive effect thereof. Each Lender agrees that it will not claim compensation from the Borrower under Section 12.1 if it is not generally claiming similar compensation from its other customers in similar circumstances.

12.2 Taxes

- (a) **Payments Subject to Taxes.** If the Borrower, the Administrative Agent or any Lender is required by Applicable Laws to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of the Borrower hereunder or under any other Loan Document, then (i) the sum payable shall be increased by the Borrower 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 Section 12.2) 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 Borrower shall make any such deductions required to be made by it under Applicable Laws, and (iii) the Borrower shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Laws.
- (b) **Payment of Other Taxes by the Borrower.** Without limiting the provisions of Section 12.2(a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Laws.
- (c) **Indemnification by the Borrower.** The Borrower shall indemnify the Administrative Agent and each Lender, within ten days after written 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 Section 12.2) 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 delivered to the 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.
- (d) **Evidence of Payments.** As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower 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.
- (e) **Treatment of Certain Refunds and Tax Reductions.** If the Administrative Agent or a Lender determines, in its discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Agreement 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 Borrower an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by \ under this Agreement 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 Borrower, upon the request of the Administrative 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 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 Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

12.3 Mitigation Obligations: Replacement of Lenders.

- (a) **Designation of a Different Lending Office.** If any Lender requests compensation under Section 12.1, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 12.2, 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 12.1 or 12.2, 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 Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.
- (b) **Replacement of Lenders.** If any Lender requests compensation under Section 12.1, if 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 12.2, if any Lender's obligations are suspended pursuant to Section 12.4 or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon 10 days' 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, Article 19), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:
 - (i) the Borrower pays the Administrative Agent the processing fee specified in Section 19.1(b)(vi);
 - (ii) the assigning Lender receives payment of an amount equal to the outstanding principal of its Loans, 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);
 - (iii) in the case of any such assignment resulting from a claim for compensation under Section 12.1 or payments required to be made pursuant to Section 12.2, such assignment will result in a reduction in such compensation or payments thereafter; and
 - (iv) such assignment does not conflict with Applicable Law.

~~-61-~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

- (c) 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.

12.4 Illegality

If any Lender determines that any Applicable Laws 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 (or to maintain its obligations to make) any Loans, 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. 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.

ARTICLE 13 RIGHT OF SET-OFF

13.1 Right of Set-off

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 in its discretion 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 the Borrower 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 Borrower 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 13 are in addition to other rights and remedies (including other rights of set-off, 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 set-off and application, but the failure to give such notice shall not affect the validity of such set-off and application. If any Affiliate of a Lender exercises any rights under this Article 13, it shall share the benefit received in accordance with Article 14 as if the benefit had been received by the Lender of which it is an Affiliate.

ARTICLE 14 SHARING OF PAYMENTS BY LENDERS

14.1 Sharing of Payments by Lenders

- (a) If any Lender, by exercising any right of set-off 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 other outstanding Obligations hereunder and the other Loan Documents greater than its Applicable Percentage (which, for the purposes of this Article 14, shall be calculated with reference to the Commitments) thereof as provided herein, then the Lender

receiving such payment or other reduction shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the outstanding 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 outstanding Loans, other outstanding Obligations and other amounts owing to them, provided that:

- (i) 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;
 - (ii) the provisions of this Section 14.1 shall not be construed to apply to (x) any payment made by the Borrower 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 to any assignee or participant, other than to the Borrower or any Affiliate of the Borrower (as to which the provisions of this Section 14.1 shall apply); and
 - (iii) the provisions of this Section 14.1 shall not be construed to apply to (y) 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, or (z) any payment made in respect of an obligation that is secured by a Permitted Encumbrance or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents.
- (b) The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Laws, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

ARTICLE 15 NON-FUNDING LENDERS, DEFAULTING LENDERS, AND RECOVERY OF ERRONEOUS PAYMENTS

15.1 Non-Funding Lenders

- (a) **Presumption by Administrative Agent.** Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Drawdown that such Lender will not make available to the Administrative Agent such Lender's Applicable Percentage of any Drawdown, the Administrative Agent may assume that such Lender has made such Applicable Percentage 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 Applicable Percentage of the applicable Loan 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 the Lender does not pay such amount to the Administrative Agent forthwith, the Borrower shall pay to the Administrative Agent forthwith on written 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.

- (b) **Funding by Other Lenders.** Notwithstanding Section 15.1(a), if any Lender fails to make available to the Administrative Agent such Lender's Applicable Percentage of any Drawdown (such Lender being a "**Non-Funding Lender**") and no steps have been taken to address the failure under Section 15.2 below, the Administrative Agent shall immediately give notice of such failure to the Borrower and the other Lenders and advise the other Lenders that any Lender (each, a "**Contributing Lender**") may make available to the Administrative Agent all or any portion of the Non-Funding Lender's Applicable Percentage of any Drawdown in place of the Non-Funding Lender, *provided that* neither the Administrative Agent nor any Lender shall be obliged to do so. A Contributing Lender shall make funds available to the Administrative Agent as soon as possible for delivery by the Administrative Agent to the Borrower. If more than one Contributing Lender gives notice that it is prepared to make funds available and the aggregate of the funds that the Contributing Lenders are prepared to make available exceeds the amount of the advance that the Non-Funding Lender failed to make, then each Contributing Lender shall make available their *pro rata* share of such advance based on their existing Commitments under the applicable Credit Facility. If a Contributing Lender makes funds available in place of a Non-Funding Lender, then the Non-Funding Lender shall pay the Contributing Lender, on demand, the amount advanced on its behalf together with interest on the amount advanced at the rate applicable to such advance from the date of the advance to the date of payment, and the Non-Funding Lender shall, on payment thereof, be entitled to receive all interest paid in respect of the advance by the Borrower.
- (c) **Continuing Obligation to Advance.** No failure by any Lender to make available to the Administrative Agent such Lender's Applicable Percentage of any Drawdown shall relieve any other Lender of its own obligation to make funds available to the Administrative Agent as required pursuant to this Agreement.

15.2 Defaulting Lenders.

Notwithstanding, any provision in this Agreement to the contrary, upon a Lender becoming a Defaulting Lender:

- (a) The provisions of this Section 15.2 (a) to (f) shall apply to the extent permitted by Applicable Law until the Lender is no longer a Defaulting Lender.
- (b) Such Defaulting Lender will not be entitled to vote on any issue (other than on a reduction of the principal amount of its loan or any increase or extension of its Commitment) and its Commitment will be excluded from any determination of whether all Lenders or the Required Lenders have taken or may take any action hereunder; provided that any waiver or amendment that affects such Defaulting Lender differently than other Lenders generally shall require the consent of such Defaulting Lender.
- (c) Such Defaulting Lender will not participate in any new advance and its Commitment will be disregarded in the calculation of each Lender's Applicable Percentage in any new advance.

- (d) The Swingline Lender is not required to provide further advances under the Swingline unless it is satisfied that its exposure to the Defaulting Lender has been completely reallocated to the non-Defaulting Lenders or cash collateralized.
- (e) The Administrative Agent shall withhold any amount that it receives that would otherwise be payable to a Defaulting Lender hereunder in a segregated account and, subject to Applicable Law, apply such amounts at such time or times as may be determined by the Administrative Agent as follows:
 - (i) First, to the payment of any amounts owing by the Defaulting Lender to the Administrative Agent under this Agreement;
 - (ii) Second, to repay on a *pro rata* basis the incremental portion of any Commitments made by another Lender pursuant to this Section in order to fund a shortfall created by a Defaulting Lender and, upon receipt of such repayment, each such Lender shall be deemed to have assigned to the Defaulting Lender such incremental portion of such Commitment;
 - (iii) Third, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement (the amount of such cash collateral not to exceed (x) such Defaulting Lender Commitment under Facility 1, minus (y) the sum of the outstanding principal amount of such Defaulting Lender's advances under Facility 1);
 - (iv) Fourth, to the payment of any other amounts owing to the Lenders hereunder;
 - (v) Fifth, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and
 - (vi) Sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.
- (f) A Defaulting Lender will remain a Defaulting Lender until the Administrative Agent notifies the Defaulting Lender that they are satisfied that such Defaulting Lender is no longer a Defaulting Lender. Concurrently, with such notification, the Administrative Agent will make such adjustments among the Lenders as are necessary to give effect to the foregoing and the provisions in this Section shall cease to apply, *provided that* no retroactive adjustments will be made (including with respect to interest and fees).

15.3 Payments by the 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. With respect to any payment that the Administrative Agent makes to any Lender, as to which the Administrative Agent determines (in its sole and absolute discretion) that any of the following applies (such payment referred to as the "**Rescindable Amount**"): (1) Borrower has not in fact made the corresponding payment to the Administrative Agent; (2) the Administrative Agent has made a payment in excess of the amount(s) received by it from Borrower either

individually or in the aggregate (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lenders, 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 a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

15.4 Hedging Liability and Funds Transfer and Deposit Account Liability Arrangements.

By virtue of a Lender's execution of this Agreement, any Affiliate of such Lender with whom a Borrower or any other Credit Party has entered into a hedging transaction permitted hereunder, on or any funds transfer and deposit account liability shall be deemed a Lender party hereto for purposes of any reference in a Loan Document to the parties for whom the Administrative Agent is acting, it being understood and agreed that the rights and benefits of such Affiliate under the Loan Documents consist exclusively of such Affiliate's right to share in payments and collections out of the Collateral and the guarantees as more fully set forth in this Agreement. Without limiting the generality of the foregoing, (i) each such Lender Affiliate shall, for the avoidance of doubt, be deemed to have agreed to the provisions of Section 15.3, and (ii) no such Lender Affiliate 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). Notwithstanding any other provision of this Article 15 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 any hedging liability or funds transfer and deposit account liability unless the Administrative Agent has received written notice of such hedging liability or funds transfer and deposit account liability, together with such supporting documentation as the Administrative Agent may request, from the applicable Lender or Lender Affiliate.

15.5 Recovery of Erroneous Payments

Notwithstanding anything to the contrary in this Agreement, if at any time the Administrative Agent determines (in its sole and absolute discretion) that it has made a payment hereunder in error to any Lender, whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each such Person receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Person in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Lender irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another), "good consideration", "change of position" or similar defenses (whether at law or in equity) to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Lender that received a Rescindable Amount promptly upon determining that any payment made to such Person comprised, in whole or in part, a Rescindable Amount. Each Person's obligations, agreements and waivers under this Section shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 16

AGENCY

16.1 Appointment and Authority

Each of the Lenders hereby irrevocably appoints Bank of Montreal 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 foregoing, the Administrative Agent shall act as collateral agent for the Lenders pursuant to the Loan Documents. The provisions of this Article 16 are solely for the benefit of the Administrative Agent and the Lenders, and no Credit Party shall have rights as a third party beneficiary of any of 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 law. 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.

16.2 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 Credit Party or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

16.3 Exculpatory Provisions

- (a) 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:
 - (i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;
 - (ii) 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 may be contrary to any Loan Document or Applicable Laws; and
 - (iii) 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 any Credit Party or any of their Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity.

- (b) 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 this Agreement or any other Loan Document) or (ii) in the absence of its own negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender.
- (c) 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.

16.4 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 the Drawdown that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of any Drawdown. The Administrative Agent may consult with legal counsel, 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.

16.5 Indemnification of Administrative Agent

Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), severally (and not jointly or jointly and severally) in accordance with its Applicable Percentage 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 negligence or wilful misconduct.

16.6 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 Persons. The provisions of this Article 16 and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-agent and to the Related Persons 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.

16.7 Replacement of Administrative Agent

- (a) The Administrative Agent may at any time give 30 days' prior 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 prior consent of the Borrower, to appoint a successor, which shall be a Lender having a Commitment and having an office in Toronto, Ontario or an Affiliate of any such Lender with an office in Toronto, Ontario. The Administrative Agent may also be removed at any time by the Required Lenders upon 30 days' prior notice to the Administrative Agent and the Borrower as long as the Required Lenders, with the prior consent of the Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having an office in Toronto, or an Affiliate of any such Lender with an office in Toronto.
- (b) 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 16.7(a), provided that if the Administrative Agent shall notify the 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 the 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 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.
- (c) 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 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 termination of the service of the former Administrative Agent, the provisions of this Article 16 and of Article 18 shall continue in effect for the benefit of such former Administrative Agent, its sub-agents and their respective Related Persons 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.

16.8 Non-Reliance on Administrative Agent and Other Lenders

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any other Lender or any other Person 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 also acknowledges that it will, independently and without reliance upon the Administrative Agent, any other Lender or any other Person 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.

16.9 Collective Action of the Lenders

Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Laws, the Security and all rights and 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 Security are to be exercised not severally, but by the Administrative Agent upon the decision of the Required Lenders (or other such 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 Security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including any declaration of Default or Event 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 other such 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. Subject to the foregoing, if any Credit Party fails to perform any covenants on its part herein or under any Loan Document, the Administrative Agent may, in its discretion but need not, perform any covenant capable of being performed by the Administrative Agent and if the covenant requires the payment or expenditure of money, the Administrative Agent on behalf of the Lenders may make such payment or expenditure and all sums so expended shall be forthwith payable by the Borrower to the Administrative Agent on behalf of the Lenders and shall bear interest at the rate set out in Section 4.5.

16.10 Automatic Debit

Each Credit Party authorizes and directs the Administrative Agent to debit automatically, by mechanical, electronic or manual means, any bank account of such Credit Party maintained with the Administrative Agent for all amounts due and payable by the applicable Credit Party or any other Credit Party under this Agreement or any other Loan Document, including the repayment of principal and the payment of interest, fees and all charges for the keeping of that bank account. The Administrative Agent shall notify the applicable Credit Party as to the particulars of those debits in the normal course.

ARTICLE 17
NOTICES: EFFECTIVENESS; ELECTRONIC COMMUNICATION

17.1 Notices, etc.

- (a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Sections 17.1(c) or 17.1(d)) 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 to the addresses or telecopier numbers specified elsewhere in this Agreement or, if to a Lender, to it at its address or telecopier number specified in the Register as defined in Section 19.1(d).
- (b) **Delivery.** 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 Sections 17.1(c) or 17.1(d) shall be effective as provided therein.
- (c) **Electronic Communications.** Notices and other communications to the Administrative Agent for itself and on behalf of the Lenders 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 if such Lender has notified the Administrative Agent that it is incapable of receiving notices by electronic communication. The Administrative Agent or the Borrower may, in their 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.
- (d) **Delivery by Electronic 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), 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; provided that, for both clauses (i) and (ii) above, if such notice, email 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.
- (e) **Notice.** The mailing addresses and address for electronic communications for the purposes of notices and other communications to the Credit Parties, the Administrative Agent and the Lenders are set out on the signature pages of this Agreement.

- (f) **Change of Address, etc.** Any party hereto may change its address, e-mail, or telecopier number for notices and other communications hereunder by notice to the other parties hereto in accordance with the terms of this Agreement.
- (g) **Platform.**
 - (i) Each Credit Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the “**Platform**”).
 - (ii) The Platform is provided “as is” and “as available.” The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, 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 Communications or the Platform. In no event shall the Administrative Agent or any of its Related Persons (collectively, the “**Agent Parties**”) have any liability to the Borrower or the other Credit Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s, any Credit Party’s or the Administrative Agent’s transmission of communications through the Platform. “**Communications**” means, collectively, any notice, demand, communication, information, document or other material that any Credit Party provides to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Article 17, including through the Platform.

ARTICLE 18 EXPENSES; INDEMNITY; DAMAGE WAIVER

18.1 Expenses; Indemnity; Damage Waiver

- (a) **Costs and Expenses.** The 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) and (ii) all out-of-pocket expenses incurred by the Administrative Agent or any Lender including the 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 18, or in connection with all Loans made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.
- (b) **Indemnification by the Borrower.** The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, and each Related Person of any of the

foregoing Persons (each such Person being called an “Indemnatee”) against, and hold each Indemnatee harmless from, any and all Claims suffered or incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the Borrower 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 the use or proposed use of the proceeds therefrom, (iii) any actual or alleged use, generation, storage, presence or Release, or the threat of the same, on, from or under the Secured Property (or any property owned or operated by the Credit Parties) of any Hazardous Substance, any breach of Environmental Laws by the Credit Parties or any environmental liability related in any way to the Secured Property or the Credit Parties (notwithstanding any provision of the Loan Documents to the contrary, the indemnification under this Section 18.1(b) shall survive the repayment of the Loans and the discharge and/or release of any Security), or (iv) any actual or prospective Claim relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower and regardless of whether any Indemnatee is a party thereto, provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such Claims (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the negligence or wilful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower against an Indemnatee for breach of such Indemnatee’s obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable 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 12.1, 12.2 and 18.1(a).

- (c) **Reimbursement by Lenders.** To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 18.1(a) or 18.1(b) to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Person of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Person, 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) in its capacity as such, or against any Related Person 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 Section 18.1(c) are subject to the other provisions of this Agreement concerning several liability of the Lenders.
- (d) **Waiver of Consequential Damages, etc.** To the fullest extent permitted by Applicable Laws, the Borrower shall not assert, and hereby waives, any claim against any Indemnatee, 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 the use of the proceeds thereof. No Indemnatee 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, provided such information or materials are distributed by such Indemnitee in accordance with the provisions of this Agreement or any related term sheet or other agreement between the Administrative Agent and the Borrower in respect of the Credit Facilities.

- (e) **Payments.** All amounts due under this Article 18 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 Person, as the case may be, as specified in this Article 18, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error.
- (f) **Survival.** The provisions of this Article 18 shall survive the repayment of all Obligations, whether on account of principal, interest or fees, and the termination of this Agreement, unless a specific release of such provisions by the Administrative Agent, on behalf of the Lenders, is delivered to the Borrower.

ARTICLE 19 SUCCESSORS AND ASSIGNS DISCRETION

19.1 Successors and Assigns

- (a) **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 the Credit Parties may not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Administrative Agent and all Lenders 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 19.1(b), (ii) by way of participation in accordance with the provisions of Section 19.1(e), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 19.1(h) (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 19.1(e) and, to the extent expressly contemplated hereby, the Related Persons of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- (b) **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 all outstanding Loans at the time owing to it), provided that:
 - (i) 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 outstanding Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes all outstanding Loans owing to it thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of all outstanding Loans of the

- assigning Lender subject to each such assignment (determined as of the date the Lender Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Lender Assignment and Assumption, as of the Trade Date) shall not be less than C\$5,000,000, subject to the assigning Lender holding at least C\$5,000,000.00 thereafter, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents to a lower amount (each such consent not to be unreasonably withheld or delayed);
- (ii) 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 outstanding Loans or the Commitment assigned, except that this clause (ii) 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;
 - (iii) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed);
 - (iv) any assignment must be to an Eligible Assignee;
 - (v) so long as no Default or Event of Default has occurred and is continuing, any assignment to a Person who is not a Lender or an Affiliate of a Lender must be approved by the Borrower, such approval not to be unreasonably withheld or delayed; and
 - (vi) the parties to each assignment shall execute and deliver to the Administrative Agent a Lender Assignment and Assumption, together with the processing fee in the following sentence and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. Each assignment shall be made upon payment by the assignor to the Administrative Agent of a processing fee of C\$5,000.00 (provided, in each case, that no such fee shall be payable in respect of any assignment (A) to any Affiliate of such Lender; or (B) by the Administrative Agent or any of its Affiliates), provided that, in the case of contemporaneous assignments by a Lender to more than one fund managed by the same investment advisor or an Affiliate of such investment advisor (which funds are not then Lenders hereunder), only a single such fee shall be payable for all such contemporaneous assignments.
- (c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 19.1(b)(iii) from and after the effective date specified in each Lender Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Lender 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 Lender Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of a Lender 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 12 and Article 18, 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 paragraph 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 19.1(e). 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, discharge, rescission, extinguishment or novation of any extension of credit by such Lender under this Agreement or interest therein or a new Loan to the Borrower, and the obligations so assigned will continue to be the same obligations and not new obligations.

- (d) **Register.** The Administrative Agent shall maintain a copy of each Lender 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 outstanding 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.
- (e) **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, a Person that is a non-resident of Canada for purposes of the *Income Tax Act* (Canada), the Borrower or any Affiliate of the Borrower) (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 outstanding 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.
- (f) **Benefit of the Participants.** Subject to Section 19.1(g), the Borrower agrees that each Participant shall be entitled to the benefits of Article 12 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 19.1(b), provided such Participants agree to be subject to Article 14 as though they were Lenders. To the extent permitted by Applicable Laws, each Participant also shall be entitled to the benefits of Article 13 as though it were a Lender, provided such Participant agrees to be subject to Article 14 as though it were a Lender.
- (g) **Limitations upon Participant Rights.** A Participant shall not be entitled to receive any greater payment under Sections 12.1 and 12.2 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.
- (h) **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, 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.

ARTICLE 20 AMENDMENTS AND WAIVERS

20.1 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Credit Parties and the Administrative Agent for and on behalf of the Lenders or the Required Lenders, as the case may be, in accordance with Section 11.3(b) and 11.3(c). No waiver of any breach of any provision of this Agreement and no consent required hereunder will be effective or binding unless made in writing and signed by the party purporting to give the same. Unless otherwise provided, any waiver or consent given hereunder will be limited to the specific breach waived or matter consented to, as the case may be, and may be subject to such conditions as the party giving such waiver or consent considers appropriate.

20.2 Judgment Currency

- (a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the “**Original Currency**”) into another currency (the “**Other Currency**”), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Laws, on the day on which the judgment is paid or satisfied.
- (b) The obligations of the Credit Parties in respect of any sum due in the Original Currency from it to any Lender under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

ARTICLE 21 GOVERNING LAW; JURISDICTION; ETC.

21.1 Governing Law; Jurisdiction; Etc.

- (a) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- (b) **Submission to Jurisdiction.** Each of the Parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees

that a final, non-appealable 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 any party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the other or its properties in the courts of any jurisdiction.

- (c) **Waiver of Venue.** Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Laws, 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 of the Province of Alberta. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Laws, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

ARTICLE 22 COUNTERPARTS; INTEGRATION; EFFECTIVENESS; ELECTRONIC EXECUTION

22.1 Counterparts; Integration; Effectiveness; Electronic Execution

- (a) **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 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.
- (b) **Electronic Execution of Assignments.** The words "execution," "signed," "signature," and words of like import in any Lender 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 Laws, including Parts 2.1 and 3.1 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce and Information Act* (Alberta) and other similar federal or provincial laws 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.

ARTICLE 23 TREATMENT OF CERTAIN INFORMATION: CONFIDENTIALITY

23.1 Treatment of Certain Information: Confidentiality

Each Credit Party consents to the release of confidential information regarding its business by the Administrative Agent and Lenders to Affiliates and Subsidiaries of the Lenders for the purpose of assisting the Lenders in supporting the Borrower with its strategic plans.

ARTICLE 24

NATURE OF OBLIGATIONS, RECOURSE AND DIRECTION

24.1 Nature of Obligations under this Agreement and Recourse

- (a) The obligations of each Lender and the Administrative Agent under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders, the Administrative Agent or any Credit Party of any of their respective obligations hereunder. Neither the Administrative Agent nor any Lender shall be responsible for the obligations of any other Lender hereunder.
- (b) The Borrower acknowledges that additional Credit Parties may become parties to this Agreement and the other Loan Documents from time to time without any agreement with, acknowledgement or approval from or notice to the Credit Parties and that upon such additional Credit Party becoming a party to this Agreement or any other Loan Documents, such additional Credit Party's obligations hereunder and under the Loan Documents shall be joint and several with the obligations of all Credit Parties hereunder and under the Loan Documents.
- (c) Nothing in this Agreement or in any of the other Loan Documents shall mean, nor be construed to mean, that the recourse of the Administrative Agent and the Lenders against each Credit Party is anything other than full recourse with regard to the Obligations hereunder, the manner and order of realization or the exercise of remedies hereunder or under the Loan Documents.
- (d) Time shall be of the essence of this Agreement and the other Loan Documents.

24.2 Direction and Acknowledgement

Each Credit Party covenants and agrees with the Administrative Agent and the Lenders that the directions, agreements and acknowledgements of the Credit Parties hereunder shall be irrevocable and unconditional, and so long as the Loans, Credit Facilities and the Obligations thereunder shall remain unpaid and outstanding, shall continue and remain in full force and effect and shall not be terminated or in any manner affected notwithstanding: (i) the dissolution, winding-up or cessation of existence of any Credit Party, or the institution of any proceeding relating thereto, any continuance or reorganization or change in the business, capital structure, directors, management, members, name, objects, organization, powers, partners or shareholders or unitholders of the Credit Parties, the merger, amalgamation or consolidation of any Credit Party (or any entity comprising a Credit Party) with any other Person, the sale or disposal or appointment of a custodian, liquidator, receiver, trustee or other Person with similar powers in respect of the assets or undertaking, in whole or in part, of any Credit Party (or any entity comprising a Credit Party), any distribution of the assets, in whole or in part, of any Credit Party (or any entity comprising a Credit Party) upon any arrangement, bankruptcy, composition, insolvency, liquidation, receivership, reorganization or other similar proceeding relating to any Credit Party (or any entity comprising a Credit Party), any change in the composition of any partnership comprising any Credit Party, any assignment by any Credit Party (or any entity comprising a Credit Party) for the benefit of its creditors, any other marshalling of any assets of any Credit Party (or any entity comprising a Credit Party) or any other act or event which would constitute a novation of any obligation or liability of any Credit Party (or any entity comprising a Credit Party) in respect of the Loans and Credit Facilities, whether by substitution or otherwise, (ii) any obligation or liability of any Credit Party (or any entity comprising a Credit Party) or any other Person who is or may become liable under or in respect of the Loans and Credit Facilities under the Loan Documents or otherwise now or hereafter being invalid, illegal or unenforceable, (iii) any defect in, omission from, failure to file or register, or defective filing or

~~79~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

registration of any instrument under which the Administrative Agent has taken or has had created and issued or granted in its favour any security for payment of any Loans, Credit Facilities, or the performance or observance of any of the Obligations of the Credit Parties under or in respect of the Loans and Credit Facilities or any other Person who is or may become liable under or in respect of the Loans and Credit Facilities, whether under the Loan Documents or otherwise, (iv) the issue or attachment of any judgement, writ, execution or similar process by any Governmental Authority against the Secured Property or any Credit Party (or any entity comprising a Credit Party) or any other Person who is or may become liable under or in respect of the Loans and Credit Facilities, or (v) any occurrence or non-occurrence of any other act or event which, by operation of law, equity or otherwise, would directly or indirectly now or hereafter result in the determination, discharge, limitation, merger, novation, reduction or release of the obligations or liabilities of any Credit Party (or any entity comprising a Credit Party) under or in respect of the Loans and Credit Facilities or would otherwise prejudice or impair any rights or remedies of the Administrative Agent under the Loan Documents or otherwise.

[Signature pages follow]

~~S-1~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address:

PICTURE BUTTE FEEDER
CO-OPERATIVE

~~120~~ ~~876~~ 120-876 Heritage Blvd. W.

Lethbridge, AB T1K 8G1

Attention: Administrator

Fax No.: (587) 787 1852

Email: ~~rhaney~~ melanie@pbfccattle.com

**PICTURE BUTTE FEEDER
CO-OPERATIVE**, as Borrower

Per:

Name: ~~Shane Schooten~~

Title: ~~Chairman~~

Per:

Name: ~~Tony Ankermann~~

Title: ~~Vice-Chairman~~

~~S-2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address:

BANK OF MONTREAL
100 King Street West, 18th Floor.
Toronto, Ontario, M6X 1A1

BANK OF MONTREAL, as Administrative Agent

Per:

Name:

Title:

Attention: Abeer Habibullah, Senior Director,
Loan Syndications

Email: Abeer.Habibullah@bmo.com

Per:

Name:

Title:

[Remainder of page intentionally left blank.]

S-3 EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address:

BANK OF MONTREAL, as Lender

BANK OF MONTREAL
525 8th Avenue SW, 12th Floor
Calgary, AB T2P 1S1

Per:

Name:

Title:

Attention: Senior Director, Agriculture
(Lindsey Nichol)

Fax No.: (403) 234 1688

Per:

Name:

Title:

Email: lindsey.nichol@bmo.com

[Remainder of page intentionally left blank.]

~~S-4~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address: **ATB FINANCIAL**, as Lender

ATB FINANCIAL
601 Mayor Magrath Dr. S,
Lethbridge, AB T1J 4M5

Per: _____
Name:

Attention: Jamie Stober

Title:

Email: jstober@atb.com

Per: _____
Name:

Title:

[Remainder of page intentionally left blank.]

~~S-4~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address:

THE TORONTO-DOMINION BANK
Suite 801 – 400, 4th Avenue S.
Lethbridge, AB T1J 4E1

Attention: ~~Jeremy Reimer~~ Meagan Deis

Email _____:
~~Jeremy.Reimer~~ meagan.deis@td.com

THE TORONTO-DOMINION BANK, as
Lender

Per:

Name: ~~Jeremy Reimer~~

Title: ~~Senior Relationship Manager—
Agricultural Services~~

Per:

Name: ~~Tony Huysmans~~

Title: ~~Manager Agriculture Credit~~

[Remainder of page intentionally left blank.]

~~S-5~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Address:

CANADIAN WESTERN BANK, as Lender

CANADIAN WESTERN BANK
744 4th Avenue South
Lethbridge, AB T1J 0N8

Per:

Name:

Title:

Attention: Trevor Sproule

Email: Trevor.Sproule@cwbank.com

Per:

Name:

Title:

[Remainder of page intentionally left blank.]

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

**SCHEDULE A
LENDERS AND COMMITMENTS**

<u>Institution</u>	<u>Facility 1</u>	<u>% of Facility 1</u>	<u>Swingline</u>	<u>% of Swingline</u>
Bank of Montreal	\$140,000,000.00 <u>\$112,375,000</u>	37.8379% <u>36.84</u> <u>42%</u>	\$30,000,000.00	100.00%
ATB Financial	\$110,000,000.00 <u>\$92,125,000</u>	29.7297% <u>30.20</u> <u>49%</u>		
The Toronto-Dominion Bank	\$110,000,000.00 <u>\$92,125,000</u>	29.7297% <u>30.20</u> <u>49%</u>		
Canadian Western Bank	\$10,000,000.00 <u>\$</u> <u>8,375,000</u>	2.7027% <u>2.7459</u> <u>%</u>		
Total <u>Totals</u>	\$370,000,000.00 <u>\$305,000,000.00</u>	100.00%	\$30,000,000.00	100.00%

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

**SCHEDULE B
CONVERSION NOTICE**

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

1. This Conversion Notice is delivered to you, as Administrative Agent, pursuant to the first amended and restated credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Capitalized terms used and not defined in this Conversion Notice have the meanings specified in the Credit Agreement.
2. Picture Butte Feeder Co-Operative hereby requests a Conversion under Facility 1 as follows:
 - (a) Credit Facility: _____
 - (b) Conversion Date: _____ (which day is a Business Day, the "**Conversion Date**")
 - (c) Type of Loan converted from: _____
 - (d) Type of new Loan converted to: _____
 - (e) Amount of Conversion (if less than the full amount of the maturing Loan is being converted, indicate the amount being converted and the amount that will not be):
\$ _____
 - (f) Interest Period or term (Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement)): _____
3. All of the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:
 - (a) given to the Administrative Agent by the Credit Parties and accepted in writing by the Administrative Agent; and
 - (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.
4. All of the terms, covenants and conditions of the Credit Agreement and each of the other Loan Documents to be performed or complied with by the Credit Parties at or prior to the date hereof have been performed or complied with.
5. No Default or Event of Default has occurred and is continuing on the date hereof.

[Signature page follows]

~~2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

THIS CONVERSION NOTICE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____

Name:

Title:

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

**SCHEDULE C
DRAWDOWN NOTICE**

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

1. This Drawdown Notice is delivered to you, as Administrative Agent, pursuant to the first amended and restated credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the “**Credit Agreement**”). Capitalized terms used and not defined in this Drawdown Notice have the meanings specified in the Credit Agreement.

2. Picture Butte Feeder Co-Operative hereby requests the following Loan(s):

Credit Facility	Drawdown Amount (Cdn. \$)	Availment Option (Prime Rate Loan or Term CORRA Loan)	Interest Period / Term	Drawdown Date

3. All of the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:
- (a) given to the Administrative Agent by the Credit Parties and accepted in writing by the Administrative Agent; and
- (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.
4. All of the conditions precedent to the Loan requested hereby that have not been properly waived in writing by or on behalf of the Lenders have been satisfied.
5. No Default or Event of Default has occurred and is continuing or will have occurred and be continuing on the Drawdown Date, or will result from the Loan requested hereby.
6. No Material Adverse Change has occurred and is continuing or will have occurred and be continuing on the Drawdown Date or will result from the Loan requested hereby.

[Signature page follows]

~~-2-~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

THIS DRAWDOWN NOTICE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____
Name:
Title:

SCHEDULE D
FORM OF LENDER 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, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations 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 Credit Facilities (including without limitation any guarantees included in the Credit 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.

Assignor: _____

Assignee: _____

[and is an Affiliate of [identify Lender]]

Borrower: **PICTURE BUTTE FEEDER CO-OPERATIVE**

Administrative Agent: **BANK OF MONTREAL**, as the administrative agent under the Credit Agreement

~~2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

Credit Agreement: The first amended and restated credit agreement dated as of the 19 day of October, 2022 among, Picture Butte Feeder Co-Operative, as borrower, the Lenders party thereto, and Bank of Montreal, as Lender and Administrative Agent for and on behalf of the Lenders.

Aggregate Amount of Commitment / Loans for all Lenders	Credit Facility	Amount of Commitment / Loans Assigned	Percentage Assigned of Commitment / Loans
\$		\$	%
\$		\$	%
\$		\$	%

[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.]

[Signature page follows]

~~3~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

The terms set forth in this Assignment and Assumption are hereby agreed to as of the date first written above:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Title:

Consented to and Accepted:
[NAME OF ADMINISTRATIVE AGENT],
as
Administrative Agent

By: _____

Title:

Consented to and Accepted:
PICTURE BUTTE FEEDER
CO-OPERATIVE¹
as
Borrower

By: _____

Title:

¹ Note: Only to be included if required by terms of Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

[]

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties

1.1 **Assignor.** The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any ~~collateral~~ Collateral thereunder, (iii) the financial condition of the Borrower, any of its Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 **Assignee.** The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it 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, and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 9.3(a) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments

From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, 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.

3. General Provisions

This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an

~~2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

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.

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

SCHEDULE E
SPECIFIC PERMITTED ENCUMBRANCES

PERSONAL PROPERTY REGISTRY REGISTRATION

Registration Number	Debtor	Secured Party	Registration Type
1.	Nil.		

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

**SCHEDULE F
REPAYMENT NOTICE**

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

1. This Repayment Notice is delivered to you, as Administrative Agent, pursuant to the first amended and restated credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Capitalized terms used and not defined in this Repayment Notice have the meanings specified in the Credit Agreement.
2. The Borrower hereby gives you notice that it intends to repay \$_____ under the Credit Facilities, on _____ (**date which is at least 3 Business Days after the delivery of this Notice**).
3. The amount of such repayment will, subject to the provisions of the Credit Agreement, be used to repay Loans of the following type:

<u>Loan Type</u>	<u>Principal Amount</u>
------------------	-------------------------

4. The Borrower hereby directs the Administrative Agent to debit \$_____ from account number _____ held with Bank of Montreal to make the above noted repayment (**strike and replace with other method of repayment if not applicable**).

[Signature page follows]

~~2~~ EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

THIS REPAYMENT NOTICE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____

Name:

Title:

**Schedule G
ROLLOVER NOTICE**

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

1. This Rollover Notice is delivered to you, as Administrative Agent, pursuant to the first amended and restated credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the **"Credit Agreement"**). Capitalized terms used and not defined in this Rollover Notice have the meanings specified in the Credit Agreement.
2. The Borrower hereby requests the Rollover of the following Loans:
 - (a) Credit Facility: _____
 - (b) Rollover Date: _____ (which day is a Business Day, the **"Rollover Date"**)
 - (c) Type of maturity Loan rolled over from: _____
 - (d) Type of new Loan rolled over to: _____
 - (e) Amount of Rollover (if less than the full amount of the maturing Loans is being rolled over, indicate the amount being rolled over and the amount that will not be):
\$ _____
 - (f) Interest Period or term (Term CORRA Loans (or Daily Compounded CORRA Loans in the event of a Benchmark Replacement)): _____
3. All of the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:
 - (a) given to the Administrative Agent by the Credit Parties and accepted in writing by the Administrative Agent; and
 - (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.
4. All of the terms, covenants and conditions of the Credit Agreement and each of the other Loan Documents to be performed or complied with by the Credit Parties at or prior to the date hereof have been performed or complied with.
5. No Default or Event of Default has occurred and is continuing on the date hereof.

[Signature page follows]

EXHIBIT A - Conformed Credit Agreement to include amendments from First Amendment dated November 1, 2022, Second Amendment dated April 27, 2023, a Third Amendment dated August 18, 2023, a Fourth Amendment dated January 19, 2024, and a Fifth Amendment dated August 19, 2024

THIS ROLLOVER NOTICE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____
Name:
Title:

**SCHEDULE H
OWNERSHIP STRUCTURE**

Name	Jurisdiction of Incorporation/ Formation	Holder of Equity Interest	Chief Executive Office	Location of all collatera l	Relevant Jurisdictions
Picture Butte Feeder Co-Operative	Alberta	No Equity issued. Members set out below	120—876 120-876 Heritage Blvd W; Lethbridge, AB T1K 8G1	Alberta	Alberta

MEMBER REGISTER AS AT AUGUST 18, 2023

Members Name	Members Name
ADAMS, CODY	DUNSBERGEN, ERIK
ADAMS, LYLE	DUNSBERGEN, RITA
ADAMS, PAUL	FABBRI, CAMERON
ANKERMANN, TONY	FRENCH, ALVIN
BAZIUK, IVAN	FROESE, ISAAC
BEEKMAN, AART	GARZA, HUMBERTO
BEEKMAN, EVERT JAN	GOERTZEN, PETER
BEEKMAN, GERRIT (AART)	GOMEZ, EDUARDO
BEEKMAN, GERRIT SR	GRANBERG, CELIA
BEEKMAN, GERRIT (JAN)	GRISNICH, MATT
BEEKMAN, HENDRIK	GUENTHER, DIEDRICH
BEEKMAN, HENNIE HEGER	GUENTHER, ELIZABETH
BEEKMAN, JAN	GUENTHER, FRANZ
BEEKMAN, JOHANNA	GUENTHER, JUDY
BEEKMAN, JANSJE	HARBERS, BRYON
BEEKMAN, LUMMIE	HARBERS, JEFF
BEEKMAN, MARTHA	HARBERS, LISA
BEEKMAN, RIA	HEATWOLE, CAROLYN
BERGEN, HENENGOUWEN ARN	HEATWOLE, JAMES
BEZOOYEN, GARY	HEATWOLE, JOHN
BEZOOYEN, PAULA	HEINS, EASTON
BOUMA, PETER	HEINS, JESSE
BOUMA, SIDNEY	HEINS, KOLTEN
BRIDGE, MARTIN	HENGSTMENGEL, MARINUS
BUIJS, HENDRICK	HOUWELING, ANDY
CAMPSCHROER, KEVIN	HOUWELING, ANNA
CANART, AARON	HOUWELING, BRETT
CLARK, JARED	HOUWELING, SHARON
CLARK, KARLEEN	HOWG, DAMON
DAWSON, MITCHELL	INDENBOSCH, TOM
de LEEUW, AMANDA	JAKOBER, CURTIS
de LEEUW, BRAD (Summit)	JAKOBER, MATT
de LEEUW, BRADLEY (Coaldale)	KELLETT, TRAVIS
de LEEUW, CAROLINE	KLASSEN, CORNELIUS
de LEEUW, CLINT	KLASSEN, HEINRICH
DIAZ EFRAIN, CERVERA	KLASSEN, HELENA
DUNN, EARL	KLASSEN, MARIA

<u>DUNN, LJ</u>	<u>KLASSEN, PEDRO</u>
<u>DUNN, MARK</u>	<u>KOEKOEK, JOHN</u>
<u>DUNSBERGEN, BAREND</u>	<u>KOLK, JORDAN</u>

<u>MEMBER REGISTER AS AT AUGUST [●], 2024</u>	
<u>Members Name</u>	<u>Members Name</u>
<u>Jason Konynenbelt</u>	<u>Celia Granberg</u>
<u>Cody Adams</u>	<u>Matt Grisnich</u>
<u>Tony Ankermann</u>	<u>Diedrich Guenther</u>
<u>Ivan Baziuk</u>	<u>Elizabeth Guenther</u>
<u>Aart Beekman</u>	<u>Franz Guenther</u>
<u>Evert Jan Beekman</u>	<u>Judy Guenther</u>
<u>Gerrit (Aart) Beekman</u>	<u>Byron Harbers</u>
<u>Gerrit (Jan) Beekman</u>	<u>Jeff Harbers</u>
<u>Hendrik Beekman</u>	<u>Lisa Harbers</u>
<u>Hennie Heger Beekman</u>	<u>James Heatwole</u>
<u>Jan Beekman</u>	<u>John Heatwole</u>
<u>Johanna Beekman</u>	<u>Easton Heins</u>
<u>Jansje Beekman</u>	<u>Jesse Heins</u>
<u>Lummie Beekman</u>	<u>Kolten Heins</u>
<u>Martha Beekman</u>	<u>Marinus Hengstmengel</u>
<u>Ria Beekman</u>	<u>Andy Houweling</u>
<u>Henengouwen Arn Bergen</u>	<u>Anna Houweling</u>
<u>Gary Bezooyen</u>	<u>Brett Houweling</u>
<u>Paula Bezooyen</u>	<u>Sharon Houweling</u>
<u>Izak Boschoff</u>	<u>Damon Howg</u>
<u>Sidney Bouma</u>	<u>Tom Indenbosch</u>
<u>Alan Brecka</u>	<u>Curtis Jakober</u>
<u>Martin Bridge</u>	<u>Matt Jakober</u>

<u>Aaron Canart</u>	<u>Cornelius Klassen</u>
<u>Jared Clark</u>	<u>Heinrich Klassen</u>
<u>Karleen Clark</u>	<u>Helena Klassen</u>
<u>Mitchell Dawson</u>	<u>Maria Klassen</u>
<u>Amanda Deleeuw</u>	<u>Pedro Klassen</u>
<u>Brad Deleeuw</u>	<u>John Koekoek</u>
<u>Bradley Deleeuw</u>	<u>Elinor Kolk</u>
<u>Cervera Efrain Diaz</u>	<u>Jordan Kolk</u>
<u>Earl Dunn</u>	<u>Leighton Kolk</u>
<u>LJ Dunn</u>	<u>Brendan Konynenbelt</u>
<u>Barend Dunsbergen</u>	<u>Bruce Konynenbelt</u>
<u>Erik Dunsbergen</u>	<u>Greg Konynenbelt</u>
<u>Rita Dunsbergen</u>	<u>Shauna Konynenbelt</u>
<u>Elizabeth Eremenko</u>	<u>Dayna Kroening</u>
<u>Cameron Fabbri</u>	<u>Robert Kroening</u>

Members Name	Members Name
KONYNENBELT, BRUCE	RAMONES, JESUS
KONYNENBELT, GREG/GSI	RILEY, BRADLEY
KONYNENBELT, IRENE	ROEBUCK, WILLIAM
KONYNENBELT, JASON	ROELOFSEN, GERRIT
KONYNENBELT, KEITH	SCHIPPER, BRENDEN
KONYNENBELT, SHAUNA	SCHOOTEN, BILL
KROENING, DAYNA	SCHOOTEN, MARILYN
KROENING, ROB	SCHOOTEN, CODY
LAMMERDING, PHILIPP	SCHOOTEN, GERRIT
LIEFTING, CORNELIA	SCHOOTEN, JUSTIN
LIEFTING, JOHN	SCHOOTEN, KAYLA
LOCKE, HUGH	SCHOOTEN, KRISTI
MACIAS, ARMANDO	SCHOOTEN, KRISTIN
MACLEAN, JOE	SCHOOTEN, A JOHN
MCLEOD, RORY	SCHOOTEN, PATTY
MANS, JOE	SCHOOTEN, SHANE
MARTIN, ANNA-MARIE SHANNON	SCHWARTZKOPF, BRAIDEN
MENT, RICHARD	SCHWARTZKOPF, BRIAN
MOLENAAR, BRODY	SCHWARTZKOPF, VERA
MOLENAAR, JOANNE	SERFAS, CAMERYNN
MOLENAAR, JOHN	SERFAS, DARCIE
MOLENAAR, TREVOR	SERFAS, DAVID
MOLENAAR, TRINA	SERFAS, HERB
MURRAY, AUSTIN	SERFAS, JENNIFER
MURRAY, BROEK	SERFAS, JESSICA
MURRAY, NICKI	SERFAS, KEVIN
MURRAY, REID	SERFAS, KOURTNEY
NEUFELD, JOHAN	SERFAS, MARK
NIKKEL, TED	SERFAS, SHIRLEY
O'DONNELL, CODY	SIKKENS, HENRIC
O'DONNELL, DUSTIN	SINKE, ERIK
PASKAL, ALEXIS	SINKE, JORDAN
PASKAL, CRAIG	SLINGERLAND, RILEY
PASKAL, KEVIN	SLINGERLAND, TONY/PB
PASKAL, KURTIS	STRONKS, GLEN
PEDERSEN, CHRISTEL	TAMS, GRAHAM
PELLEBOER, AREND	VANEE, KRISTIN
PELLEBOER, MARGARET	VANEE, RILEY
PELLEBOER, NATHAN ALLAN	VAN DRIESTEN, JOHN
PUURVEEN, JACK	VAN HERK, COLTON
PUURVEEN, MARCEL	VAN HERK, DAWSON
QUINN, JENNIFER	VAN HIERDEN, DYLAN
QUINN, TODD	

<u>Members Name</u>	<u>Members Name</u>
<u>Lammerding Philipp</u>	<u>Camerynn Serfas</u>
<u>Cornelia Liefting</u>	<u>Darcie Serfas</u>

<u>John Liefing</u>	<u>David Serfas</u>
<u>Armando Macias</u>	<u>Herb Serfas</u>
<u>Joe Maclean</u>	<u>Jennifer Serfas</u>
<u>Rory McLeod</u>	<u>Jessica Serfas</u>
<u>Joe Mans</u>	<u>Kevin Serfas</u>
<u>Anna-Marie Shannon Martin</u>	<u>Kourtney Serfas</u>
<u>Trevor Molenaar</u>	<u>Mark Serfas</u>
<u>Brody Molenaar</u>	<u>Shirley Serfas</u>
<u>Joanne Molenaar</u>	<u>Henric Sikkens</u>
<u>John Molenaar</u>	<u>Erik Sinke</u>
<u>Trina Molenaar</u>	<u>Riley Slingerland</u>
<u>Alyssa Murray</u>	<u>Tony Slingerland</u>
<u>Austen Murray</u>	<u>Graham Tams</u>
<u>Broek Murray</u>	<u>Kristin Vanee</u>
<u>Nicki Murray</u>	<u>Riley Vanee</u>
<u>Reid Murray</u>	<u>Aleida Van Driesten</u>
<u>Shawn Murray</u>	<u>Henk Van Driesten</u>
<u>Johan Neufeld</u>	<u>John Van Driesten</u>
<u>Alexis Paskal</u>	<u>Colton Van Herk</u>
<u>Chelsey Paskal</u>	<u>Dawson Van Herk</u>
<u>Craig Paskal</u>	<u>Dylan Van Hierden</u>
<u>Kevin Paskal</u>	<u>Henry Van Hierden</u>
<u>Kurtis Paskal</u>	<u>Jane Van Hierden</u>
<u>Christel Pedersen</u>	<u>Jesse Van Hierden</u>
<u>Nathan Allan Pelleboer</u>	<u>Dave Van Pelt</u>
<u>Jack Puurveen</u>	<u>Edwin Vandenberg</u>
<u>Marcel Puurveen</u>	<u>Jamie Vandenberg</u>

<u>Jennifer Quinn</u>	<u>Edward Vanderveen</u>
<u>Todd Quinn</u>	<u>Megan Vanschothorst</u>
<u>Jesus Ramones</u>	<u>Albert Veldman</u>
<u>William Roebuck</u>	<u>Ashley Walk</u>
<u>Bill Schooten</u>	<u>Wesley Walk</u>
<u>Shane Schooten</u>	<u>Lisa Wall</u>
<u>Marilyn Schooten</u>	<u>Les Wall</u>
<u>Cody Schooten</u>	<u>Henriette Wessels</u>
<u>Gerrit Schooten</u>	<u>Liam Wessels</u>
<u>Justin Schooten</u>	<u>Pieter Wessels</u>
<u>Kayla Schooten</u>	<u>Chad Wever</u>
<u>Kristi Schooten</u>	<u>Eric Wever</u>
<u>Kristin Schooten</u>	<u>Kaitlyn Wever</u>
<u>A. John Schooten</u>	<u>Sonya Wever</u>
<u>Patty Schooten</u>	<u>Conrad Withage</u>
<u>Brian Schwartzkopf</u>	<u>Charlene Withage</u>
<u>Braiden Schwartzkopf</u>	<u>Cole (Conrad) Withage</u>

Members Name
VAN HIERDEN, EVERT
VAN HIERDEN, HENRY
VAN HIERDEN, JANE
VAN HIERDEN, JESSE
VANDENBERG, EDWIN
VANDENBERG, JAMIE
VANDERVEEN, EDWARD
VELDMAN, ALBERT
WALK, ASHLEY
WALK, JOHAN
WALK, CORNELIA
WALK, WESLEY
WALL, LES
WALL, LISA
WARD, DONNA
WARD, NEIL
WARD, NORMAN
WARNER, GEERTJE TRUIDA
WESSELS, HENRIETTE
WESSELS, PIETER
WEVER, ERIC
WEVER, CHAD
WEVER, GLEN
WEVER, JACK
WEVER, KAITLYN
WEVER, SONYA
WEVER, WAYNE
WITHAGE, CHARLENE
WITHAGE, COLE (CONRAD)
WITHAGE, CONRAD
WITHAGE, JARED (LOREN)
WITHAGE, JUSTIN (LOREN)
WITHAGE, LOREN
WITHAGE, WADE (CONRAD)
WOLBERT, ROBERT

<u>Members Name</u>
<u>Jared (Loren) Withage</u>
<u>Justin (Loren) Withage</u>
<u>Loren Withage</u>
<u>Wade (Conrad) Withage</u>

**SCHEDULE I
QUARTERLY COMPLIANCE CERTIFICATE**

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

-
1. This Quarterly Compliance Certificate is delivered to you, as Administrative Agent, pursuant to the first amended and restated credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Capitalized terms used and not defined in this Quarterly Compliance Certificate have the meanings specified in the Credit Agreement.
 2. The Borrower represents and warrants this Quarterly Compliance Certificate is a true, correct and complete statement of, and that the information contained herein is true, correct and complete in all material respects, and that the amounts reflected herein are in compliance with the provisions of the Credit Agreement.
 3. All of the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:
 - (a) given to the Administrative Agent by the Credit Parties and accepted in writing by the Administrative Agent; and
 - (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.
 4. No Default or Event of Default has occurred and is continuing.
 5. The Borrower hereby certifies that as at _____ *[insert relevant period]* the Fixed Charge Coverage Ratio was _____ to 1.00 for the quarter end of _____, 20 ____.

The calculations of the ratios set out above are attached as Appendix I to this Quarterly Compliance Certificate.

[Signature page follows]

THIS QUARTERLY COMPLIANCE CERTIFICATE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____

Name:

Title:

APPENDIX I TO QUARTERLY COMPLIANCE CERTIFICATE
CALCULATIONS

SCHEDULE J
MONTHLY BORROWING BASE CERTIFICATE

TO: **BANK OF MONTREAL**, as Administrative Agent

FROM: **PICTURE BUTTE FEEDER CO-OPERATIVE**, as Borrower

DATE:

-
1. This Monthly Borrowing Base Certificate is delivered to you, as Administrative Agent, pursuant to the credit agreement dated as of the 19 day of October, 2022 among the Borrower, Bank of Montreal, as Administrative Agent, the financial institutions from time to time party thereto as Lenders, as refinanced, amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Capitalized terms used and not defined in this Monthly Borrowing Base Certificate have the meanings specified in the Credit Agreement.
 2. The Borrower represents and warrants this Monthly Borrowing Base Certificate is a true, correct and complete statement of, and that the information contained herein is true, correct and complete in all material respects, and that the amounts reflected herein are in compliance with the provisions of the Credit Agreement.
 3. All of the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:
 - (a) given to the Administrative Agent by the Credit Parties and accepted in writing by the Administrative Agent; and
 - (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.
 4. No Default or Event of Default has occurred and is continuing.
 5. The Borrower hereby certifies that as at _____ *[insert relevant period]*:
 - (c) ~~(a)~~ the Minimum Assurance Fund is in compliance with Subsection 9.3(a)(viii) with a balance of \$ _____; and
 - (d) ~~(b)~~ is in compliance with Subsection 9.3(a)(ix), having delivered concurrently herewith a monthly Borrowing Base report, certifying, *inter alia*, the Borrowing Base, and that, ~~subject to Section 2.1(c)~~ the Obligations outstanding under Facility 1 and the Swingline on a combined basis shall not exceed the lesser of ~~\$400,000,000~~ the Total Commitments or the Borrowing Base, as set forth in the worksheet attached as Appendix I hereto.

[Signature page follows]

THIS MONTHLY BORROWING BASE CERTIFICATE is dated as of this _____ day of _____.

**PICTURE BUTTE FEEDER
CO-OPERATIVE**

by _____
Name:
Title:

APPENDIX I TO MONTHLY BORROWING BASE CERTIFICATE
BORROWING BASE REPORT

Period Ending: _____.

<u>BORROWING BASE</u>	<u>CADS</u>
Member Cattle Loan Balances	\$
Member Equity Loan Balances	+ \$
Accrued Interest Cattle Loans	+ \$
Accrued Interest Equity Loans	+ \$
Borrowing Base	\$

<u>COVENANTS</u>	<u>CADS</u>
Member Security Deposit Balance	\$

Member Security Deposit Balance/Member Loan Balance	%
Member Security Deposit Balance/Member Loan Balance \geq 5%	YES/NO

<u>BORROWING BASE TEST</u>	<u>CADS</u>
Borrowing Base	\$
Outstanding balance on Facility 1 plus the outstanding balance on the Swingline (collectively in this report as the "Outstanding Loans")	- \$
Borrowing Base less Outstanding Loans	\$

Borrowing Base > Outstanding Loans	YES/NO
--	--------

This is **Exhibit "F"** to the Affidavit of **Tony Ankermann**, sworn this **18th** day of **February 2025**



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

July 17, 2024

Picture Butte Feeder Co-operative
120, 876 Heritage Blvd West
Lethbridge, AB T1K 8G1

Bank of Montreal
525 8th Ave SW, 12th Floor
Calgary, T2P 1G1

Email: melanie@pbfccattle.com
office@pbfccattle.com
shane.schooten@gmail.com

Dear Members of the Board and Bank of Montreal


Re: Decrease in Maximum Amount of the total outstanding contingent liability set by the Minister under Section 5(2) of the *Feeder Associations Guarantee Act* (the "Act")

This letter is to inform you the Minister has set the maximum amount of total outstanding contingent liability of the Crown in respect of the Association, under s. 5(2) of the Act, S.A. 2009, at \$50,250,000 effective July 17, 2024. This is a decrease from the previous maximum aggregate loan amount prescribed pursuant to s. 2(3) of the Act, R.S.A. 2000.

Pursuant to Section 5 of the Guarantee Agreement (the "Agreement") made June 19, 2017, between Picture Butte Feeder Co-operative (the "Association"), Bank of Montreal (the "Lender"), and His Majesty the King in right of Alberta (the "Province"), the Province requests the Lender agree to a corresponding reduction in the Province's maximum aggregate liability under the Guarantee from \$60,000,000 to \$50,250,000 effective July 17, 2024.

As a result, and in accordance with Section 5 of the Agreement, the Province's maximum aggregate liability under the Guarantee under Section 3 of the Agreement is correspondingly adjusted, and limited, to \$50,250,000 effective July 17, 2024.

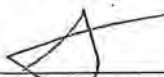
Please acknowledge receipt of and agreement with this notice by returning the document signed and dated by the association representative and lender representative to the attention of the Provincial Feeder Association Supervisor by August 19, 2024. **Please note** the Government of Alberta does not recognize or accept digital or DocuSign as a form of signature.



Susan Novak, Executive Director
Animal Health and Assurance Branch

Date: July 18, 2024

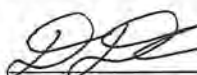
NOTICE RECEIVED AND AGREED ON REDUCTION:



Association Representative Signature
Shane Schooten Chairman
Printed Name and Office Held

Date July 19, 2024

NOTICE RECEIVED AND AGREED ON REDUCTION:



Lender Representative Signature
David Donaleshen Director
Printed Name and Office Held

Date Aug 19, 2024

This is Exhibit "G" to the Affidavit of Tony Ankersmann, sworn this 18th day of February 2025



A Commissioner for Oaths / Notary Public
In And For Alberta

NATALIE ELISE THOMPSON
Barrister and Solicitor
Commissioner for Oaths in and for Alberta

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *COOPERATIVES ACT*,
SA 2001, c C-28.1

AND IN THE MATTER OF THE RECEIVERSHIP
OF PICTURE BUTTE FEEDER COOPERATIVE

APPLICANT

PICTURE BUTTE FEEDER COOPERATIVE

DOCUMENT

CONSENT TO ACT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

CASSELS BROCK & BLACKWELL LLP

3810, Bankers Hall West

888 3rd St SW

Calgary, AB T2P 5C5

Attention: Jeffrey Oliver / Danielle Marechal

P: 403 351 2922 / 403 351 2921

E: joliver@cassels.com / dmarechal@cassels.com

File No. 061429-00005

Alvarez & Marsal Canada Inc. does hereby consent to act as court appointed receiver-manager of all of Picture Butte Feeder Cooperative's current and future assets, undertakings and properties in accordance with the requirements of section 13(2) of the *Judicature Act*, RSA 2000, c J-2 and section 299(1) of the *Cooperatives Act*, SA 2001, c C-28.1 and any order of the Court of King's Bench of Alberta.

Dated this 17th day of February, 2025.

ALVAREZ & MARSAL CANADA INC.



Per: _____

Name: Orest Konowalchuk, CPA, CA, CIRP, LIT

Title: Senior Vice President