NORTON ROSE FULBRIGHT

DISRUPTION EVENT PROVISIONS

This template contains provisions intended to address adverse technical and/or systems-related events beyond the reasonable control of an applicable party to a credit agreement and which impede the ability of such party to make or process payments and/or communicate with other parties to the credit agreement. These provisions have primarily been developed in response to the increased risk posed to payment and communication systems by cyber attacks. Although various revisions have been made by Norton Rose Fulbright Canada LLP, this template was originally based on the "Disruption Event" provisions that are currently in the Loan Market Association (LMA) model form credit agreement. We also note that the 2002 ISDA Master Agreement contains provisions relating to the temporary deferral of certain obligations (including payment obligations) as a result of force majeure events.

Unanimous lender consent will likely be required to incorporate these Disruption Event provisions into a credit agreement since these provisions provide the Agent with the discretion to extend a payment date upon the occurrence of a Disruption Event.

Please email Rick Borden (rick.borden@nortonrosefulbright.com) and/or Joe Mooney (joe.mooney@nortonrosefulbright.com) with any questions or proposed comments to this template.

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1. Definition of "Disruption Event"

Add the following as a new defined term:

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

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

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

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

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

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

2. Disruption Event Provisions

Add the following as a new section in the Credit Agreement:

Disruption Events

If an Affected Party determines (in its discretion, acting reasonably) that a Disruption Event has occurred and is continuing:

(a) (i) the Affected Party shall promptly notify the Borrower and the Agent of (A) the occurrence of such Disruption Event (including reasonable particulars thereof) and (B) the cessation of such Disruption Event (including reasonable particulars thereof) and (ii) the Agent shall promptly provide the Lenders with a copy of each such notice;

(b) if requested to do so by the Affected Party, then the Agent and the Borrower (and, where applicable, any Lender which is the Affected Party) will promptly consult with each other with a view to agreeing upon such temporary changes to the operation or administration of the Credit Facilities and this Agreement during the continuance of such Disruption Event as the Agent and the Borrower (and, where applicable, any Lender which is the Affected Party) may reasonably deem necessary in the circumstances (and which may include, without limitation, a temporary deferral of a payment date); provided that (i) the Agent shall not be obliged to consult with the Borrower (and, where applicable, any Lender which is the Affected Party) with respect to any such changes if, in the Agent's reasonable opinion, it is not practicable to do so in the circumstances, (ii) the Agent may consult with any Lenders which are not Affected Parties with respect to any such changes but shall not be obliged to do so, and (iii) the Agent and the Borrower (and, where applicable, any Lender which is the Affected Party) shall have no obligation to agree to such changes;

(c) the Agent shall promptly notify the Lenders of any such changes which may be agreed upon by the Agent and the Borrower (and, where applicable, any Lender which is the Affected Party) pursuant to paragraph (b) above and such changes shall be immediately binding upon the Agent, the Borrower and all of the Lenders as an amendment to, or waiver of, the terms of the Loan Documents notwithstanding the provisions of Section [●] (*Amendments and Waivers*) or any other provision in this Agreement to the contrary; provided that (i) any such amendment or waiver shall cease to be in effect upon the earlier of (A) the cessation of such Disruption Event as notified by the Affected Party pursuant to clause (a)(i)(B) above and (B) the receipt by the Agent not later than [five] Banking Days after the Agent has provided notice of such changes to the Lenders pursuant to this clause (c), of the objection of the Majority Lenders in writing to such amendment or waiver and (ii) no such amendment or waiver can defer the payment date of any amount due from a Loan Party hereunder to a payment date which is after the earlier to occur of (A) the cessation of such Disruption Event and (B) [five] Banking Days after the original due date, unless such longer deferral has been consented to by each Lender which is owed any portion of such payment (in which case such longer deferral will apply); and

(d) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence or any other category of liability whatsoever but excluding any claim based on the fraud or gross negligence of the Agent as finally determined by a court of competent jurisdiction) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Section [●].