
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

For the transition period from _____ to _____

Commission file number 033-51000

VIDEOTRON LTD. / VIDÉOTRON LTÉE

(Exact name of Registrant as specified in its charter)

Province of Québec, Canada

(Jurisdiction of incorporation or organization)

612 St. Jacques Street

Montréal, Québec, Canada H3C 4M8

(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
None	None	None

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

10,739,284.822 "A" Common Shares

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

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Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or an emerging growth company. See definition of “large accelerated filer”, “accelerated filer”, and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer
Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act.

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued Other
by the International Accounting Standards Board

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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EXPLANATORY NOTES

All references in this annual report to “we”, “us”, “Videotron” or “the Corporation”, as well as the use of the terms “our”, “it”, “its” or similar terms, are references to Videotron Ltd. and, unless the context otherwise requires, its consolidated subsidiaries. All references in this annual report to “Quebecor Media” are to its parent corporation Quebecor Media Inc., all references to “TVA Group” are to TVA Group Inc., a public subsidiary of Quebecor Media and all references to “Quebecor” are to Quebecor Inc., the sole shareholder of Quebecor Media.

In this annual report, all references to the “CRTC” are references to the Canadian Radio-television and Telecommunications Commission.

All references in this annual report to Videotron’s “Senior Notes” are to, collectively, its issued and outstanding 3½% Senior Notes due June 15, 2028, its 3½% Senior Notes due June 15, 2029, its 4.650% Series 1 Senior Notes due July 15, 2029, its 4½% Senior Notes due January 15, 2030, its 3½% Senior Notes due January 15, 2031, its 3.950% Series 3 Senior Notes due October 15, 2032, its 5.000% Series 2 Notes due July 15, 2034 and its 5.700% Senior Notes due January 15, 2035.

INDUSTRY AND MARKET DATA

Industry statistics and market data used throughout this annual report were obtained from internal surveys, market research, publicly available information and industry publications, including the CRTC and Numeris. Industry publications generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of this information is not guaranteed. Industry and company data is approximate and may reflect rounding in certain cases.

Information contained in this annual report concerning the telecommunication industry, Videotron’s general expectations concerning this industry and its market positions and market shares may also be based on estimates and assumptions made by Videotron based on its knowledge of the industry and which Videotron believes to be reliable. Videotron believes, however, that this data is inherently imprecise, although generally indicative of relative market positions and market shares.

PRESENTATION OF FINANCIAL INFORMATION

IFRS and Functional Currency

Videotron’s audited consolidated financial statements for the years ended December 31, 2025, 2024 and 2023 have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board.

In this annual report, references to Canadian Dollars, CAN\$ or \$ are to the lawful currency of Canada, Videotron’s functional currency, and references to US Dollars or US\$ are to the currency of the United States.

Non-IFRS Financial Measures and Key Performance Indicators

In this annual report, Videotron uses certain financial measures that are not calculated in accordance with or recognized by, IFRS. Videotron uses these non-IFRS financial measures, such as adjusted earnings before interest, tax, depreciation and amortization (“Adjusted EBITDA”), adjusted cash flows from operations, free cash flows and consolidated net debt leverage ratio because Videotron believes that they are meaningful measures of its performance. Videotron’s method of calculating these non-IFRS financial measures may differ from the methods used by other companies and, as a result, the non-IFRS financial measures presented in this annual report may not be comparable to other similarly titled measures disclosed by other companies.

Videotron provides a definition of Adjusted EBITDA, adjusted cash flows from operations, free cash flows, consolidated net debt leverage ratio, revenue-generating unit (“RGU”) and average monthly mobile revenue per unit (“mobile ARPU”) under “Item 5. Operating and Financial Review and Prospects – Non-IFRS Financial Measures” and “Item 5. Operating and Financial Review and Prospects – Key Performance Indicators”, including a reconciliation of Adjusted EBITDA, adjusted cash flows from operations, free cash flows and consolidated net debt leverage ratio to the most directly comparable IFRS financial measures.

Unless otherwise indicated, information provided in this annual report, including all operating data presented, is as of December 31, 2025.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements with respect to Videotron's financial condition, results of operations, business, and certain of its plans and objectives. These forward-looking statements are made pursuant to the "Safe Harbor" provisions of the *United States Private Securities Litigation Reform Act* of 1995. These forward-looking statements are based on current expectations, estimates, forecasts and projections about the industries in which Videotron operates as well as beliefs and assumptions made by its management. Such statements include, in particular, statements about Videotron's plans, prospects, financial position and business strategies. Words such as "may," "will," "expect," "continue," "intend," "estimate," "anticipate," "plan," "foresee," "believe," or "seek," or the negatives of those terms or variations of them or similar terminology, are intended to identify such forward-looking statements. Although Videotron believes that the expectations reflected in these forward-looking statements are reasonable, these statements, by their nature, involve risks and uncertainties and are not guarantees of future performance. Such statements are also subject to assumptions concerning, among other things: Videotron's anticipated business strategies; anticipated trends in its business; anticipated reorganizations of any of its segments or businesses, and any related restructuring provisions or impairment charges; and its ability to continue to control costs. Videotron can give no assurance that these estimates and expectations will prove to have been correct. Actual outcomes and results may, and often do, differ from what is expressed, implied or projected in such forward-looking statements, and such differences may be material. Some important factors that could cause actual outcomes and results to differ materially from those expressed, implied or projected in these forward-looking statements include, but are not limited to:

- Videotron's ability to continue successfully developing its network and the facilities that support its mobile services;
- general economic climate, financial and economic market conditions, global business challenges, such as tariffs and trade barriers, as well as market conditions in its businesses;
- Videotron's ability to implement its business and growth strategies successfully;
- the intensity of competitive activity in the industries in which Videotron operates and its ability to penetrate new markets and successfully develop its business, including in growth sectors and new geographies;
- new technologies that might change consumer behavior with respect to Videotron's product suites;
- unanticipated higher capital spending required for developing Videotron's network or to address the continued development of competitive alternative technologies, or the inability to obtain additional capital to continue the development of Videotron's businesses;
- the impacts of the significant and recurring investments that will be required for development and expansion and to compete effectively with the incumbent local exchange carriers ("ILECs") and other current or potential competitors in the target markets;

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- disruptions to the network through which Videotron provides its television, Internet access, mobile and wireline telephony and over-the-top (“OTT”) services, and its ability to protect such services against piracy, unauthorized access and other security breaches;
- labour disputes and strikes, service interruptions resulting from equipment breakdown, network failure, the threat of natural disasters, epidemics, public-health crises and political instability in some countries;
- impacts related to environmental issues, cybersecurity and the protection of personal information;
- changes in Videotron’s ability to obtain services and equipment critical to its operations;
- changes in laws and regulations, or in their interpretations, which could result, among other things, in increased competition, changes in Videotron’s markets, increased operating expenses, capital expenditures or tax expenses, or a reduction in the value of some assets; and
- Videotron’s substantial indebtedness, interest rate and exchange rate fluctuations, the tightening of credit markets and the restrictions on its business imposed by the terms of its debt.

Videotron cautions you that the above list of cautionary statements is not exhaustive. These and other factors are discussed in further detail elsewhere in this annual report, including under “Item 3. Key Information – Risk Factors” of this annual report. Each of these forward-looking statements speaks only as of the date of this annual report. Videotron disclaims any obligation to update these statements unless applicable securities laws require Videotron to do so. Videotron advises you to consult any documents it may file with or furnish to the U.S. Securities and Exchange Commission (“SEC”), as described under “Item 10. Additional Information – Documents on Display” of this annual report.

ITEM 1 – IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2 – OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3 – KEY INFORMATION

A- [Reserved]

B- Capitalization and Indebtedness

Not applicable.

C- Reasons for the Offer and Use of Proceeds

Not applicable.

D- Risk Factors

This section describes some of the risks that could materially affect the Corporation's business, revenues, results of operations and financial condition, as well as the market value of its Senior Notes. You should carefully consider the risks and uncertainties described below, together with all of the other information in this annual report, including those risks and cautionary statements set forth under the heading "Cautionary Statement Regarding Forward-Looking Statements" at the forepart of this annual report. The risks below are not the only ones that the Corporation faces. Some risks may not yet be known to the Corporation and some that it does not currently believe to be material could later turn out to be material.

Summary of Risk Factors

The following is a summary of the risk factors our business faces. The list below is not exhaustive, and investors should read this "Risk Factors" section in full. Some of the risks we face include:

- our ability to compete effectively in highly competitive industries that are undergoing rapid developments;
- our ability to successfully manage our expansion and the related demands for investments, capital expenditures and network development;
- the impact of demands for spectrum, support structures and coverage agreements;
- risks related to consumer trends and preferences;
- risks of cybersecurity breaches, other similar disruptions and unauthorized access to our systems, as well as risks inherent in the processing of personally identifiable information;
- our ability to successfully implement our business and operating strategies;
- our ability to attract and retain the highly skilled staff required in our technologically evolving industries;
- our ability to acquire and distribute appealing video programming;
- risks related to network architecture and outages;
- reputational risks;

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- the impacts of the development and adoption of AI technologies;
- the impact of content and communication piracy and malicious internet practices;
- our dependence on information technology systems, including third-party systems, hardware and licenses;
- the impact of current and potential litigation and claims;
- risks of intellectual property infringement;
- the potential impact of strikes and labor protests;
- defined benefit pension plan funding risks;
- the impact of market conditions, including volatility in the capital and credit markets;
- the impact of inflation and other macroeconomic factors on our financial results and operations;
- the uncertainties inherent in acquisitions, business combinations and dispositions;
- the impact of extensive and evolving government regulations and policy-making;
- our ability to obtain and renew spectrum licenses on acceptable terms;
- the impact of environmental laws and regulations; and
- restrictions imposed by some of our debt facilities and instruments and our ability to service and refinance our debt.

Risks Relating to the Corporation's Business

The Corporation operates in highly competitive industries that are experiencing rapid technological developments and fierce price competition, and its inability to compete successfully could have a material adverse effect on its business, prospects, revenues, financial condition and results of operations.

In the Corporation's mobile telephony business, the Corporation's main competitors are the three national incumbent wireless carriers. Depending on the province or region, the services these competitors offer using their own infrastructure include a full range of telecommunications services or are limited to mobile telephony services. In addition, users may supplement traditional mobile services with emerging low earth orbit ("LEO") satellite technologies, which can support basic connectivity but remain limited in capacity, performance, device compatibility, and availability, and therefore do not currently represent a material competitive alternative to terrestrial cellular networks. There can be no assurance that current or future competitors will not provide network capacity and/or services comparable or superior to those the Corporation provides or may in the future provide, or at lower prices, or adapt more quickly to evolving industry trends or changing market requirements or introduce competing services. For instance, some providers of mobile telephony services (including the national incumbent wireless carriers) have deployed and have been operating, for many years, lower-cost mobile telephony brands to acquire additional market share. In addition, the increasing adoption of embedded SIM (eSIM) makes it easier for customers to switch service providers and could potentially result in increased customer churn. Furthermore, the CRTC's decision ordering the national incumbent wireless carriers, as well as SaskTel, to provide mobile virtual network operators ("MVNO") access services to regional wireless carriers could have a material impact on the Corporation's competitive environment. The recent launch of an MVNO service by a regional carrier has already introduced a new option for consumers, and the potential entry of further MVNOs could increase competitive pressures in the wireless market. The Corporation may not be able to compete successfully in the future against existing and new competitors; increased competition could have a material adverse effect on its business, prospects, revenues, financial condition, and results of operations.

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In the Internet access business, the Corporation competes against other Internet service providers (“ISPs”) offering residential and commercial Internet access services. The main competitors are ILECs that offer Internet access through digital subscriber line (“DSL”), fiber to the node and fiber to the home (“FTTH”) technologies, in certain territories offering download speeds comparable, or superior to the Corporation’s.

The Corporation also faces competition from several resellers who have access to third party Internet access (“TPIA”) services mandated by the CRTC. These TPIA providers may also provide telephony and Internet protocol television (“IPTV”) services. In recent years, ILECs and broadcasting distribution undertakings (“BDUs”) have purchased major TPIA providers, leading to players with increased resources and stronger competition. The TPIA framework has also enabled some incumbent wireless carriers, whose historical service offerings were limited to wireless in certain regions, to expand their service portfolio and offer bundled services in these regions. See also the risk factor “*Regulatory decisions allowing competitors access to wholesale broadband services could adversely affect the Corporation’s competitive position.*”

Furthermore, some of the Corporation’s competitors are also offering fixed wireless access internet services, which is a new form of competition in the Corporation’s markets. In addition, satellite operators such as Xplore, Telesat, Starlink and Amazon Leo are expanding high-speed Internet access capabilities with high-throughput satellites (including LEO systems such as Starlink and Amazon Leo), targeting households in low population density and remote locations. Collectively, these players are claiming future download speeds comparable to the Corporation’s low and medium download speeds. Finally, certain municipalities also own and operate their own broadband networks, sometimes through public/private partnership arrangements, competing directly with the Corporation in some of its local markets.

In the Corporation’s television business, the Corporation competes against ILECs, BDUs and TPIA providers. Its primary ILEC and TPIA provider competitors have rolled out their own IPTV service in the vast majority of the territory in which the Corporation operates. The Corporation also competes with direct broadcast satellite (“DBS”) providers.

Furthermore, the rapidly growing landscape of OTT content providers, many of which have substantial financial resources, now compete directly for viewership and a share of the monthly entertainment spend. In addition, the OTT content providers’ attractive price points and ever-growing variety of content may make the Corporation’s traditional offering less appealing and may affect its ability to retain and acquire customers. Competitive dynamics are further intensifying as the three national incumbent wireless carriers launch bundled OTT offers with foreign OTT content providers, creating new competitive models in which the Corporation does not currently participate. At the same time, OTT aggregators such as Amazon Prime Video and Roku Channel now distribute linear television channels and curated live content, positioning themselves as direct substitutes to traditional television services and extending competition beyond pure on-demand OTT. While the Corporation and its sister companies have selectively partnered with certain aggregators, these developments could nevertheless place the Corporation at a competitive disadvantage, drive customer migration and increase operational costs, which in turn could adversely affect its business, prospects, revenues, financial condition and results of operations.

The Corporation also faces competition from illegal providers of television services and illegal access to non-Canadian DBS signal (also called grey market piracy), as well as from signal theft of DBS that enables customers to access programming services from U.S. and Canadian DBS without paying any fees (also called black-market piracy).

The Corporation’s wireline telephony business has numerous competitors, including ILECs, competitive local exchange carriers (“CLECs”), mobile telephony service operators, TPIA providers and other providers of Voice over Internet Protocol (“VoIP”) and cloud-based telephony. Some of these competitors are not facility-based and therefore have much lower infrastructure costs. In addition, Internet protocol-based products and services are generally subject to downward pricing pressure, lower margins and technological evolution, all of which could have an adverse effect on the Corporation’s business, prospects, revenues, financial condition and results of operations.

Finally, many of the Corporation’s competitors are offering special bundling discounts to customers who subscribe to two or more of their services (television, Internet access, wireline and mobile telephony services). Should the Corporation fail to keep its existing customers and lose them to such competitors, it may end up losing a subscriber for multiple services as a result of its bundling strategy. On an aggregate basis, this could have an adverse effect on the Corporation’s business, prospects, revenues, financial condition and results of operations.

Price competition in all the Corporation’s businesses and across the industries in which the Corporation operates, combined with the declining demand for certain traditional products, may affect its ability to raise the price of its products and services commensurately with increases in its operating costs, as the Corporation has done in the past. This could have an adverse effect on its business, revenues, financial condition, and results of operations.

The Corporation's geographic expansion, by entering new territories through the expansion of its mobile network and as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.

The Corporation's wireless business geographic expansion is subject to significant risks and uncertainties. The Corporation may not be able to implement its geographic expansion successfully or at all, or realize its anticipated benefits, and its implementation may be costlier or more challenging than initially planned. All of the following factors could decrease or delay the initial expected benefits of the Corporation's geographical expansion.

The expansion of the Corporation's telecommunications operations outside Québec, driven by the acquisition of Freedom Mobile Inc. (Freedom Mobile Inc., and following its liquidation into Videotron on December 31, 2025, the Freedom brand and related operations, are hereinafter defined as "**Freedom**", as the context requires) and its access to the MVNO framework, increased the number of Canadians within Videotron's subscription area from approximately 7.5 million (20% of the Canadian population) in 2022 to more than 34 million (nearly 83% of the Canadian population) in 2025. Approximately 45% of the Corporation's mobile subscribers are now located in Québec, 40% in Ontario and 15% in Western Canada. The Corporation believes that Ontario and Western Canada represent long-term growth opportunities as it continues to expand its penetration in these key population centers. These markets are characterized by the significant presence of three well-established national wireless carriers with a wide range of spectrum licenses and considerable operational and financial resources. Significant and recurring investments and costs are required in these new markets in order to, among other things, attract and retain customers, acquire new spectrum licenses to enable the deployment of the latest technologies, enable the expansion and maintenance of its mobile network, enable the launch and penetration of new services, compete effectively with existing or potential competitors in these markets, and implement marketing strategies and relevant commercial efforts. Such additional investments in the Corporation's new markets may require the commitment of significant additional capital and may not translate into incremental revenues, cash flows or profitability at the levels anticipated by the Corporation or at all.

Entering new markets as an MVNO, with its three brands Videotron, Freedom and Fizz, enables the Corporation to further expand its reach and offer its services to more customers. The Corporation anticipates that significant and recurring investments may be required in the new markets where it has spectrum licenses and where it operates as an MVNO benefiting from MVNO service access conditions for which the mandated service obligation imposed on national incumbent wireless carriers is currently time limited. Failure to adequately expand its own wireless network exposes the Corporation to the risk of no longer being in position to serve its customers following the end of the term of the MVNO service access, currently set to end in May 2030, or to be in breach of its spectrum license conditions. See also the risk factors "*The Corporation is subject to extensive government regulation and policy-making. Changes in government regulation or policies could adversely affect its business, prospects, results of operations and financial condition.*" and "*ISED Canada may not renew the Corporation's mobile spectrum licenses on acceptable terms, or at all and the Corporation could be subject to compliance or enforcement actions if it fails to meet applicable license conditions during the term of its licenses.*"

Any material failure to implement the Corporation's wireless business geographic expansion could have an adverse effect on its reputation, business, financial condition, prospects, and results of operations, as well as on its ability to meet its obligations, including its ability to service its indebtedness.

The Corporation expects to make significant investments in connection with its markets and to address continuing technological evolution and development needs. There can be no assurance that such investments will be timely, be successful or bring the anticipated benefits.

The Corporation is required and will continue to invest substantial capital for the upgrade, enhancement, expansion and maintenance of its networks and systems, and the launch and deployment of new or additional services, including expenditures relating to the deployment of LTE-Advanced/5G/5G+ mobile technologies and to expand geographically. The Corporation also expects to make significant and recurring investments in its markets as well as in additional locations to acquire new spectrum licenses, in order to, among other things, enable the deployment of the latest technologies, enable the expansion and maintenance of its mobile network, enable the launch and penetration of new services, and compete effectively with existing or potential competitors in these markets. Such additional investments, which are anticipated to be significant, in the Corporation's new markets may require the commitment of considerable additional capital. Moreover, additional investments in its business may not translate into incremental revenues, cash flows or profitability. See also the risk factor "*The Corporation's geographic expansion, by entering new territories through the expansion of its mobile network and as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

New technologies in the telecommunication industry, including 5G/5G+ technologies, are evolving faster than the historical industry investment cycle, requiring the Corporation to continually invest in its services, networks and technologies. Their introduction and pace of adoption could result in requirements for additional capital investments not currently planned, as well as shorter estimated useful lives for certain of the Corporation's existing assets. The Corporation's strategy of maintaining a competitive position in the suite of products and services it offers and of launching new products and services requires capital investments in its networks, information technology systems and infrastructure, as well as the acquisition of spectrum, to support growth in its customer base and its demand for increased bandwidth capacity and other services.

New technologies can also materially impact the Corporation's businesses in a number of ways, including affecting the demand for and the distribution methods of its products and services, some of which may become obsolete given the rapid pace of technological evolution. If the Corporation adopts technology or equipment that is not as effective or attractive to consumers as that which is employed by its competitors, if the Corporation lags behind its competitors in adopting technologies desired by consumers, or if the Corporation fails to execute effectively on its technology initiatives, the Corporation's business, reputation, prospects, financial condition and results of operations could be adversely affected. There can be no assurance that the Corporation can execute on these technology initiatives in a manner sufficient to grow or maintain its revenue or to successfully compete in the future.

The cost of the acquisition, development or implementation of new technologies and spectrum could be significant and the Corporation's ability to fund such acquisition, development or implementation may be limited, which could have a material adverse effect on its ability to successfully compete in the future. Any such difficulty or inability to compete could have a material adverse effect on its business, reputation, prospects, financial condition and results of operations.

The Corporation may not be able to obtain additional capital to implement its business strategies and make capital expenditures.

There can be no assurance that the Corporation will be able to generate or otherwise obtain the funds to implement its business strategies and finance its capital expenditure programs or other investment requirements, whether through cash from operations, additional borrowings or other sources of funding. If the Corporation is unable to generate sufficient funds or obtain additional financing on acceptable terms, it may be unable to implement its business strategies, including its geographical expansion, or proceed with the capital expenditures and investments required to maintain its leadership position, and its business, financial condition, results of operations, reputation, and prospects could be materially adversely affected. See also the risk factor "*The Corporation's geographic expansion, by entering new territories through the expansion of its mobile network and as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

The Corporation could be adversely impacted by consumer trends to abandon, substitute or reduce traditional telephony and television services.

The ongoing trend towards mobile substitution (when users cancel their wireline telephony and opt exclusively for mobile telephony services) is largely the result of the increasing mobile penetration rate in Canada. In addition, there is also a consumer trend to abandon, substitute or reduce traditional television services for Internet access services allowing customers to stream directly from broadcasters and OTT content providers. Consequently, the Corporation may not be successful in converting its existing wireline telephony and television subscriber base to its mobile telephony services, its Internet access services or its video-on-demand ("VOD") service, which could have a material adverse effect on its business, prospects, revenues, results of operations and financial condition.

Cybersecurity breaches and other similar disruptions could expose the Corporation to liability, which would have an adverse effect on its business and reputation.

The Corporation has implemented and regularly reviews and updates processes and procedures to protect against key service interruption, unauthorized access to or use of sensitive data, including data of its customers, and to prevent data loss or theft. However, cyber-threats are constantly evolving, requiring ongoing evaluation and adaptation of systems, infrastructure, networks and processes. The Corporation cannot provide assurance that its safeguards or those of its third-party suppliers will be sufficient to prevent unauthorized access by third parties or errors by employees or by third-party suppliers.

Cybersecurity risks have increased in recent years as a result of the proliferation of new technologies such as generative artificial intelligence (“AI”) and the increasing sophistication of cyber-attacks and data security breaches. These risks are further amplified by international and domestic political dynamics, including geopolitical tensions, armed hostilities, war, civil unrest, sabotage and terrorism, with threat actors now including nation-states and other highly sophisticated, state-sponsored, or well-funded groups. Given the nature of its infrastructure and its reliance on information systems and digital technologies, the Corporation faces a heightened risk of cyber-attacks. In addition, the widespread use of social media has expanded the effectiveness of social engineering, enabling identify theft and fraud aimed at gaining authorized access to critical systems and sensitive or personal data.

In this regard, the Corporation is at risk from increasingly sophisticated phishing attacks, SIM swaps, fraudulent ports and other types of frauds. Human error can also contribute to a cyber incident, and cyber-attacks can be internal as well as external and occur at any point in its supply chain, which can have a significant impact on downstream operations and the use of ransomware in cyberattacks have also evolved as important considerations in the cybersecurity threat. If the Corporation is subject to a significant cyber-attack or breach, unauthorized access, errors of third-party suppliers or other security breaches, the Corporation may incur significant costs, be subject to investigations, sanctions and litigation, including under laws that protect the privacy of personal information, and it may suffer damage to its business, competitive position and reputation, which could have a material adverse effect on its financial condition.

In addition, a cyber-attack could occur and persist for an extended period without detection. Any investigation of a cyber-attack or other security incident may be inherently unpredictable, and it would take time before the completion of any investigation and availability of full and reliable information. During such time, the Corporation may not know the extent of the harm or how best to remediate it, and certain errors or actions could be repeated or compounded before they are discovered and remediated, all or any of which could further increase the costs and consequences of a cyber-attack or other security incident, and its remediation efforts may not be successful. The inability to implement, maintain and upgrade adequate safeguards could materially and adversely affect the Corporation’s results of operations, cash flows, and financial condition. As cyber-attacks continue to evolve, the Corporation may be required to expend significant additional resources to continue to modify or enhance its protective measures or to investigate and remediate any information security vulnerabilities.

The costs associated with a major cyber-attack could also include expensive incentives offered to existing customers and business partners to retain their business, increased expenditures on cybersecurity measures and the use of alternate resources and lost revenues and customers from business interruption and litigation. The Corporation’s contractual risk transfers do not eliminate the risk completely and the potential costs associated with these attacks could exceed the scope and limits of the insurance coverage the Corporation maintains.

The Corporation has adopted a remote work policy establishing guidelines for its employees and third-party suppliers when working remotely. These remote work arrangements made possible under such policy have increased remote connectivity to the Corporation’s systems which could lead to an increased risk of unauthorized access to the Corporation’s systems and could introduce additional operating risks including, but not limited to, confidentiality risks, privacy risks, information security risks, health and safety risks. This situation could also result in an increase in the number of legal proceedings and other claims related to the pursuit of the Corporation’s activities outside of its usual premises.

The Corporation may need to support increasing costs in securing access to support structures needed for its networks.

The Corporation requires access to the support structures of hydroelectric and telephone utilities and needs municipal rights of way to deploy and upgrade its cable and mobile networks. Where access to the structures of telephone utilities cannot be secured, the Corporation may apply to the CRTC to obtain a right of access under the *Telecommunications Act* (Canada) (the “**Telecommunications Act**”). The Corporation has entered into comprehensive support structure access agreements with all the major hydroelectric companies and all the major telecommunications companies in its service territory. In the event that the Corporation seeks to renew or to renegotiate these agreements, it cannot guarantee that these agreements will continue to be available on their respective terms, on acceptable terms, or at all, which may place the Corporation at a competitive disadvantage and which may have a material adverse effect on its business and prospects.

The Corporation will need to enter into support structure access agreements with electricity distribution companies and telecommunications companies as well as obtain municipal rights of way for its mobile network expansion. Make ready work, which is the strengthening of the poles and/or relocation of other facilities on the poles to accommodate additional attachments, often takes several months to years to complete, which may delay the Corporation’s network expansion. If the Corporation has to support increasing costs in securing access to support structures needed for its cable and mobile network or is unable to secure access agreements or municipal rights of way, it may not be able to implement its business strategies which may have a material adverse effect on its business and prospects. See also the risk factor “*The Corporation operates in highly competitive industries that are experiencing rapid technological developments and fierce price competition, and its inability to compete successfully could have a material adverse effect on its business, prospects, revenues, financial condition and results of operations.*”

The Corporation may be unable to extend its worldwide coverage or to renew, or substitute for, its roaming agreements with other mobile operators at their respective terms, and on acceptable terms, which could adversely affect its ability to operate its mobile business successfully and profitably.

The Corporation has entered into roaming agreements with multiple carriers around the world and has thereby established worldwide coverage for its customers. The Corporation’s inability to extend its worldwide coverage or to renew, or substitute for, these roaming agreements on a timely basis and at an acceptable cost may place the Corporation at a competitive disadvantage, materially increase its cost structure, and, consequently, its business, prospects, revenues, financial condition and results of operations could be adversely affected.

Continuing growth in, and the converging nature of, wireless, video and broadband services will require ongoing access to spectrum in order to provide attractive services to customers.

Wireless, video and broadband services are undergoing rapid and significant technological changes and a dramatic increase in usage, in particular, from the demand for faster and seamless usage of video and data across mobile and fixed devices. It is projected that this demand will continue to increase, driven by the following factors: levels of broadband penetration; need for personal connectivity and networking; affordability of mobile devices; multimedia-rich services and applications; and unlimited data plans. The anticipated levels of data traffic will represent a growing challenge to the current mobile network’s ability to serve this traffic. Even though the Corporation has acquired blocks of spectrum in the 3500 MHz and 3800 MHz bands, both essential for 5G/5G+ technologies, it will have to acquire additional spectrum in order to address this increased demand and to be competitive with national incumbent wireless carriers. The ability to acquire additional spectrum at a reasonable price or at all is dependent on the competition level as well as the spectrum auction timing and rules. In previous auctions, Innovation, Science and Economic Development Canada (“**ISED Canada**”) has used, and the Corporation has benefited from, certain measures to support competition, which notably included spectrum set-asides and spectrum aggregation limits ensuring that a minimum amount of spectrum was effectively available for participants that were not national incumbent wireless carriers. There can be no assurance that these measures will be used again by ISED Canada in future auctions, or that the Corporation will be able to benefit from such measures. If the Corporation is not successful in acquiring additional spectrum it may need on reasonable terms, or at all, that could have a material adverse effect on its business, prospects and financial condition. See also the risk factor “*The Corporation’s geographic expansion, by entering new territories through the expansion of its mobile network and as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*” See also “Item 4. Information on the Corporation — Regulation — Canadian Telecommunications Services — Regulatory Framework for Mobile Wireless Services.”

The implementation of changes to the structure of the Corporation's business may be more expensive than expected and it may not gain all the anticipated benefits.

The Corporation has and will continue to implement changes to the structure of its business due to many factors, such as a system replacement or upgrade, a process redesign, a corporate restructuring and the integration of business acquisitions or existing business units. These changes must be managed carefully with a view to capturing the intended benefits. The implementation process may negatively impact overall customer experience and may lead to greater-than-expected operational challenges, employee turnover, operating costs and expenses, customer losses, and business disruption for the Corporation, all of which could adversely affect its business and its ability to gain the anticipated benefits.

The Corporation may not successfully implement its business and operating strategies.

The Corporation's strategies include strengthening its position as telecommunications leader, introducing new and enhanced products and services, enhancing its advanced wireline and wireless networks, further expanding into new geographic areas, further integrating the operations of its subsidiaries and maximizing customer satisfaction across its business. The Corporation may not be able to implement these strategies successfully or realize their anticipated results fully or at all, and their implementation may be costlier or more challenging than initially planned. In addition, its ability to successfully implement these strategies could be adversely affected by a number of factors beyond its control, including operating difficulties, increased dependence on third party suppliers and service providers, increased ongoing operating costs, regulatory developments, regulatory approvals, general or local economic conditions, increased competition, technological changes, any restrictive measures put in place in order to contain an outbreak of a contagious disease or other adverse public health development, and other factors described in this "Risk Factors" section. Any material failure to implement its strategies could have an adverse effect on its reputation, business, financial condition, prospects, and results of operations, as well as on its ability to meet its obligations, including its ability to service its indebtedness.

As part of the Corporation's strategy, in recent years, the Corporation has entered into certain agreements with third parties under which it is committed to making significant operating and capital expenditures in the future in order to offer new products and services to its customers. The Corporation can provide no assurance that it will be successful in developing such new products and services in relation to these engagements, including the marketing of new revenue sources.

The Corporation depends on key personnel and its inability to attract and retain skilled employees may have an adverse effect on the execution of the Corporation's strategy, its business, prospects, results of operations and financial condition.

The Corporation's success depends heavily on its ability to attract, develop and retain qualified talent, including highly skilled specialists, as well as on the engagement and well-being of its broader workforce and the continued services of its senior management. The market for experienced and specialized employees as well as qualified management in the Corporation's industry is highly competitive, and the Corporation may face higher-than-expected attrition. The Corporation's failure to recruit, train and retain such key personnel and skilled employees could have a material adverse effect on its business, prospects, results of operations and financial condition.

The Corporation's financial performance could be materially adversely affected if the Corporation cannot continue to distribute a wide range of appealing video programming and produce and acquire original programming on commercially reasonable terms.

The Corporation's financial performance depends in large part on its ability to distribute a wide range of appealing video programming on its platforms and on its ability to produce and acquire original content on an ongoing basis.

The Corporation obtains video programming rights from suppliers pursuant to programming contracts. In recent years, these suppliers have become vertically integrated and are now more limited in number. The Corporation may be unable to maintain key programming contracts at commercially reasonable rates for video programming. Loss of programming contracts, the Corporation's inability to obtain programming at reasonable rates or its inability to pass rate increases through to its customers could have a material adverse effect on its business, prospects, results of operations and financial condition.

Increased competition in the television, OTT and VOD industry from local and foreign OTT content providers with access to substantial financial resources may result in a competitive disadvantage from a content perspective and may have a material adverse effect on the Corporation's business, prospects, revenues financial conditions and results of operations.

Furthermore, Bill C-11, *An Act to amend the Broadcasting Act and to make related and consequential amendments to other Acts*, also known as the Online Streaming Act, which expressly brings foreign OTT content providers within the scope of the *Broadcasting Act* (Canada) (the “**Broadcasting Act**”) was passed by Parliament and received Royal Assent on April 27, 2023. The CRTC has since begun to implement Bill C-11 and modernize Canada’s broadcasting system through a multi-phase consultation process. As the CRTC rolls out a modernized regulatory framework, foreign OTT content providers are progressively subjected to obligations to promote Canadian cultural products and make material expenditures in order to support local cultural production. Notably, on June 4, 2024, the CRTC determined that online undertakings that are not affiliated with traditional Canadian broadcasting undertakings will be required to contribute 5% of their Canadian revenues to support the domestic broadcasting system. On November 18, 2025, the CRTC also expanded the definition of Canadian content in a way that could potentially include more foreign productions filmed in Canada, provided they are coproduced with Canadian entities. Bill C-11 could therefore increase competition and put greater pressure on the availability of production resources and the price of Canadian content.

The rising adoption of web-based and application-based channels may adversely affect the customer reach of the Corporation’s distribution network.

To better meet the changing habits and expectations of consumers and businesses, the Corporation’s competitors are rapidly developing digital platforms, which allow them to sell and distribute their products on web-based or application-based channels and to shift customer interaction to digital platforms driving more self-help, self-install and self-service. If the Corporation does not succeed in implementing and pursuing its own digital strategy and fails to evolve its customer experience in line with customer expectations, this could place the Corporation at a competitive disadvantage, which could have an adverse effect on its business, prospects, results of operations and financial condition.

The Corporation provides its television, Internet access, wireline telephony and mobile telephony services through a single clustered network, which may be more vulnerable to widespread disruption.

The Corporation provides its television, Internet access, wireline telephony and mobile telephony services through primary headends and a series of secondary or regional headends interconnected through a single core network. Nowadays, this evolved network topology is commonly adopted by multiple system operators seeking to leverage converged network technologies in their quest for homogeneous, rapid, efficient and cost-effective service delivery. Despite available emergency backup or replacement sites, automatic failover systems, and disaster recovery measures, a network failure in headend, triggered by exogenous threats, such as cyber-attacks, natural disasters, sabotage or terrorism, dependence on certain external infrastructure providers (such as electric utilities), or endogenous causes like deficient interoperable multi-vendor infrastructures, human error or non-adherence to proper change and incident management practices, could prevent the Corporation from delivering some or all of its products and services throughout its networks until the failure has been completely resolved, which may result in significant customer dissatisfaction, loss of revenues and potential civil litigation, and could have a material adverse effect on the Corporation’s financial condition and industry-wide reputation. Consistent with other Canadian telecom operators, the Corporation’s networks and systems depend heavily on physical and logical connectivity to and from the United States. Any political action initiated by the U.S. government affecting the broader North American telecommunications ecosystem could adversely impact the Corporation’s operations.

The Corporation’s reputation may be negatively impacted, which could have a material adverse effect on its business, financial condition and results of operations.

The Corporation has generally enjoyed a good reputation among the public. Its ability to maintain its existing customer relationships, attract new customers and recruit and retain talent depends to a large extent on its reputation. While the Corporation has put in place certain mechanisms to mitigate the risk that its reputation may be tarnished, including good governance practices and a Code of Ethics, there can be no assurance that these measures will be effective to prevent violations or perceived violations of the law or ethical business practices which could erode trust and damage the Corporation’s reputation. This risk is amplified as a result of the increased usage and the speed and global reach of social media and other web-based tools through which adverse publicity, whether accurate, inaccurate, or misleading, could rapidly gain traction and materially damage the Corporation’s brand. The loss or tarnishing of the Corporation’s reputation could have a material adverse effect on its business, prospects, financial condition and results of operations.

The Corporation stores and processes increasingly large amounts of personally identifiable data of its clients, employees or business partners, and the improper use or disclosure of such data would have an adverse effect on its business and reputation.

The ordinary course of the Corporation's businesses involves the receipt, collection, storage and transmission of sensitive data, including its proprietary business information and that of its customers, and personally identifiable information of its customers and employees, whether in its systems, infrastructure, networks and processes, or those of its suppliers.

The Corporation faces risks inherent in protecting the security of such personal data. In particular, the Corporation faces a number of challenges in protecting the data contained and hosted on its systems, or those belonging to its suppliers, including from advertent or inadvertent actions or inactions by its employees, as well as in relation to compliance with applicable laws, rules and regulations relating to the collection, use, disclosure and security of personal information, including any requests from regulatory and government authorities relating to such data. Although the Corporation has developed and maintains systems, processes and security controls that are designed to protect personally identifiable information of its clients, employees or business partners, the Corporation has in the past and may in the future be unable to prevent the improper disclosure, loss, misappropriation of, unauthorized access to, or other security breaches relating to such data that the Corporation stores or processes or that its suppliers store or process. As a result, the Corporation may incur significant costs, be subject to investigations, sanctions and litigation, including under laws that protect the privacy of personal information, and the Corporation may suffer damage to its business, competitive position and reputation, which could have a material adverse effect on its financial condition.

Federal and provincial legislation in the area of privacy and personal information is constantly evolving and is expected to undergo significant changes in the coming years. In Québec, the *Act to modernize legislative provisions as regards the protection of personal data* introduced major amendments to Québec's *Act respecting the protection of personal information in the private sector*, including new privacy obligations on Québec businesses and a significant increase in the powers of its supervisory authority. The Corporation does not expect compliance with this legislation to threaten its business, but it may incur significant costs to update its security systems, processes and controls, which could have a material adverse effect on its financial condition.

The Corporation notes heightened difficulty and risk in managing personal data and information collected and mobilized using AI technology. In 2022, the Canadian government introduced Bill C-27, the *Digital Charter Implementation Act*, to replace Canada's federal private sector privacy legislation, to create a new tribunal and to propose new rules for AI systems. Although Bill C-27 died on the order paper when the Canadian Parliament was prorogued on January 6, 2025, similar legislation is expected to be reintroduced.

The rapid development and adoption of AI technologies pose heightened data protection, privacy, cybersecurity, intellectual property and competitive risks for the Corporation.

The rapid development and adoption of AI technologies, which present promising opportunities, come with inherent data privacy and ethical risks, as well as greater exposure to increasingly sophisticated and efficient cybersecurity attacks, which require careful monitoring and improved risk management solutions. The Corporation uses and intends to further use AI-driven efficiencies in its network design and operations, software development, sales, marketing, customer support services and general and administrative costs. The models used in these products, particularly generative AI models, may produce output or take action that is incorrect, release private or confidential information, reflect biases included in the data on which they are trained, infringe on the intellectual property rights of others, or be otherwise harmful. Any such issues or failures may result in legal or regulatory actions, including under existing data protection, privacy, and intellectual property laws, and could expose the Corporation to liability or other adverse consequences, damage its reputation, and negatively affect public perception of its business and the effectiveness of its security measures.

Additionally, AI technologies are complex and rapidly evolving and the Corporation's competitors or other third parties may also incorporate AI into their operations, products and services. Should they achieve faster or more effective AI adoption than the Corporation, the Corporation's ability to compete effectively could be impaired, which may adversely affect the business and results of operations.

The Corporation may not be able to protect its services from piracy, which may have an adverse effect on its customer base and lead to a possible decline in revenues.

The Corporation may not be able to prevent electronic attacks to gain unauthorized access to, and use of, its networks, digital programming, and Internet access services. The Corporation uses encryption technology to protect its television signals and VOD from unauthorized access and to control programming access based on subscription packages. However, it may not be able to deploy adequate technology to prevent unauthorized access to its networks, programming and data, which may have an adverse effect on its customer base and lead to a possible decline in its revenues, as well as to significant remediation costs and legal claims.

Malicious and abusive Internet practices could impair the Corporation's wireline and mobile services as well as its fiber-optic connectivity business.

The Corporation's customers utilize its cable, mobile and fiber-optic connectivity business networks to access the Internet and, as a consequence, the Corporation or its customers may become a victim of common malicious and abusive Internet activities, such as unsolicited mass advertising (or spam) and dissemination of viruses, worms and other destructive or disruptive software. These activities could have adverse consequences on the Corporation's networks and its customers, including deterioration of service, excessive call volume to call centers, and damage to its customers' equipment and data or the Corporation's ones. Significant incidents could lead to customer dissatisfaction and, ultimately, to a loss of customers or revenues, in addition to increased costs to service its customers and protect its networks. Any significant loss of cable, mobile or fiber-optic connectivity business customers, or a significant increase in the costs of serving those customers, could adversely affect the Corporation's reputation, business, prospects, results of operations and financial condition.

The Corporation is dependent upon its information technology systems and those of certain third parties. The inability to maintain and enhance its systems could have an adverse impact on its financial results and operations.

The day-to-day operation of the Corporation's business is highly dependent on information technology systems, including those of certain third-party suppliers, some of which are based in territories with potential geopolitical risk. Furthermore, the Corporation's business relies on the use of numerous distinct information technology systems, billing systems, sales channels, databases as well as different rate plans, promotions and product offerings, which make its operations increasingly complex and may unfavorably impact its response time to market trends and the risk of billing or service errors. An inability to maintain and enhance the Corporation's existing information technology systems or obtain new systems to accommodate additional customer growth or to support new products, and services could have an adverse impact on its ability to acquire new subscribers, retain existing customers, produce accurate and timely billing, generate revenue growth, manage operating expenses and carry out operations without interruption; all of which may have a material adverse effect on the Corporation's business, prospects, results of operations and financial condition.

The Corporation has entered into strategic relationships with service providers to ensure access to certain technologies. An inability to maintain these relationships or difficulties implementing its technology roadmap could result in higher capital requirements, prolonged development timelines and substandard performance of its products and services.

Products and services supplied to the Corporation by third-party suppliers may contain latent security issues, including, but not limited to, software and hardware security issues, that would not be apparent upon a diligent inspection. Failure to identify and remedy those issues may result in significant customer dissatisfaction, loss of revenues, and could adversely impact its results of operations and financial condition.

The Corporation depends on third-party suppliers and providers for services, hardware, licensed technological platforms, equipment, content and other items critical to its operations.

The Corporation depends on third-party suppliers and providers for certain services, hardware, licensed technological platforms and equipment that are, or may become, critical to its operations and network evolution. These materials and services include end-user terminals such as set-top boxes, gateways, Wi-Fi routers, mobile telephony handsets, network equipment such as wireline and telephony modems, servers and routers, fiber-optic cable and equipment, telephony switches, inter-city links, support structures, licensed technological platforms, external cloud-based services and network functions, services and operational software, the "backbone" telecommunications network for its Internet access, telephony services and mobile services; and construction services for the expansion of and upgrades to its wireline and wireless networks. These services, platforms and equipment may be available from a single or limited number of suppliers and therefore the Corporation faces the risks of supply disruption, including due to geopolitical events, global trade challenges such as tariffs and trade barriers, external events such as climate change related impacts, epidemics, pandemics or other health issues, business difficulties, restructuring or supply-chain issues. If no supplier can provide the Corporation with the equipment and services that it requires or that comply with evolving Internet and telecommunications standards or that are compatible with the Corporation's other equipment and software interfaces, its business, financial condition and results of operations could be materially adversely affected. In addition, if the Corporation is unable to obtain critical equipment, software, services or other items on a timely basis and at an acceptable cost, its ability to offer its products and services at competitive pricing, or at all, and roll out of its advanced services may be delayed, and its business, financial condition and results of operations could be materially adversely affected.

Moreover, as there are a limited number of manufacturers of mobile devices and customer premises equipment (“CPE”), there is a risk that the Corporation will not be able to maintain agreements for their existing supply on commercially reasonable terms. The rising mobile device and CPE costs as well as potential delays in delivery of mobile devices and CPE, in a price-sensitive market, could negatively impact its revenues, financial condition and results of operations, as the Corporation may not be able to pass on to customers a corresponding increase in the price of its products.

In addition, the Corporation obtains proprietary content critical to its operations through licensing arrangements with content providers. Some providers may seek to increase fees or impose technological requirements to protect their proprietary content. If the Corporation is unable to renegotiate commercially acceptable arrangements with these content providers, comply with their technological requirements or find alternative sources of equivalent content, its business, financial condition and results of operations could be materially adversely affected.

The Corporation may be adversely affected by litigation and other claims.

In the normal course of business, the Corporation is involved in various legal proceedings and other claims relating to the conduct of its business, including class actions. Although, in the opinion of its management, the outcome of current pending claims and other litigation is not expected to have a material adverse effect on its reputation, results of operations, liquidity or financial condition, a negative outcome in respect of any such claim or litigation could have a said adverse effect. Moreover, the cost of defending against lawsuits and the diversion of management’s attention could be significant. See also “Item 8. Financial Information – Legal Proceedings” in this annual report.

As a former leader of the Parti Québécois, Mr. Pierre Karl Péladeau is currently involved in two legal proceedings regarding his repayment in 2018 of a CAN\$137,000 campaign debt incurred during his 2015 Parti Québécois leadership campaign, using his own funds rather than small-dollar donations as required by Quebec’s Election Act. At the time of the campaign, Mr. Péladeau was not a director or officer of the Corporation or Quebecor. This matter is the subject of two challenges. A proceeding concerning the alleged loan repayment offense is currently suspended, and a constitutional challenge is currently pending appeal by Mr. Péladeau and Quebecor Media. The Corporation cannot predict the timing or outcome of these matters, which are subject to inherent uncertainties. If these challenges are ultimately unsuccessful, then certain temporary statutory restrictions may, absent exemptions or other relief, be imposed on the Corporation’s ability to participate in certain Québec government and government-related contracts and programs. See also the risk factor “*The Corporation may be adversely affected if it does not qualify for government programs.*”

The Corporation’s businesses depend on not infringing the intellectual property rights of others and on using and protecting its intellectual property rights.

The Corporation relies on its intellectual property, such as copyrights, trademarks and trade secrets, as well as licenses and other agreements with its vendors and other third parties, to use various technologies, conduct its operations and sell its products and services. Legal challenges to its intellectual property rights, or the ones of third party suppliers, and claims of intellectual property infringement by third parties could require that the Corporation enter into royalty or licensing agreements on unfavorable terms, incur substantial monetary liability, or be enjoined preliminarily or permanently from further use of the intellectual property in question or from the continuation of its businesses as currently conducted. The Corporation may need to change its business practices if any of these events occur, which may limit its ability to compete effectively and could have an adverse effect on its results of operations. In the event that the Corporation believes any such challenges or claims are without merit, they can nonetheless be time-consuming and costly to defend and divert management’s attention and resources away from its businesses. Moreover, if the Corporation is unable to obtain or continue to obtain licenses from its vendors and other third parties on reasonable terms, its businesses could be adversely affected.

Piracy and other unauthorized uses of content are made easier, and the enforcement of the Corporation’s intellectual property rights is made more challenging, by technological advances. The steps the Corporation has taken to protect its intellectual property may not prevent the misappropriation of its proprietary rights. The Corporation may not have the ability in certain jurisdictions to adequately protect intellectual property rights. Moreover, others may independently develop processes and technologies that are competitive to the Corporation’s ones. Also, the Corporation may not be able to discover or determine the extent of any unauthorized use of its proprietary rights. Unauthorized use of its intellectual property rights may increase the cost of protecting these rights or reduce its revenues. The Corporation cannot be sure that any legal actions against such infringers will be successful, even when its rights have been infringed.

The Corporation's defined benefit pension plans are currently fully funded, but their funding requirements could vary significantly due to a reduction in funded status as a result of a variety of factors.

The economic cycles, employee demographics and changes in regulations could have a negative impact on the funding of the Corporation's defined benefit pension plans and related expenditures. There is no guarantee that the expenditures and contributions required to fund these pension plans will not increase in the future and therefore negatively impact the Corporation's operating results and financial condition. Risks related to the funding of defined benefit plans may materialize if total obligations with respect to a pension plan exceed the total value of its trust assets. Shortfalls may appear due to lower-than-expected returns on investments, changes in the assumptions used to assess the pension plan's obligations and actuarial losses.

The Corporation may be adversely affected by strikes and other labor protests.

Although the Corporation has recently renewed significant collective bargaining agreements for its operations, the Corporation can neither predict the outcome of future negotiations relating to labor disputes, union representation or renewal of collective bargaining agreements, nor guarantee that it will not experience future work stoppages, strikes or other forms of labor protests pending the outcome of any future negotiations. If the Corporation's unionized workers engage in a strike or any other form of work stoppage, the Corporation could experience a significant disruption to its operations, damage to its property and/or interruption to its services, which could adversely affect its business, assets, financial condition, results of operations and reputation. Even if the Corporation does not experience strikes or other forms of labor protests, the outcome of labor negotiations could adversely affect its business and results of operations. Such could be the case if future labor negotiations or contracts were to further restrict the Corporation's ability to maximize the efficiency of its operations. In addition, its ability to make short-term adjustments to control compensation and benefit costs is limited by the terms of its collective bargaining agreements.

The Corporation may be adversely affected by exchange rate fluctuations.

Most of the Corporation's revenues, expenses and capital expenditures are denominated in Canadian dollars. However, certain expenses and capital expenditures, such as the purchase of set-top boxes, gateways, modems, mobile devices, the payment of royalties to certain business partners or services providers, and certain costs related to the development and maintenance of its mobile network, are paid in U.S. dollars. Those costs are only partially hedged, hence a significant increase in the U.S. dollar would affect the costs that are not hedged and could have an adverse effect on the Corporation's results of operations and financial condition.

In addition, a substantial portion of the Corporation's debt is denominated in U.S. dollars, and interest, principal and premium, if any, thereon are payable in U.S. dollars. For the purposes of financial reporting, any change in the value of the Canadian dollar against the U.S. dollar during a given financial reporting period would result in a foreign exchange gain or loss on the translation of any unhedged U.S. dollar-denominated debt into Canadian dollars. Consequently, the Corporation's reported earnings and debt could fluctuate materially as a result of foreign-exchange gains or losses. The Corporation has entered into transactions to hedge the exchange rate risk with respect to its U.S. dollar-denominated debt outstanding at December 31, 2025, and it intends in the future to enter into such transactions for new U.S. dollar-denominated debt. These hedging transactions could, in certain circumstances, prove economically ineffective and may not be successful in protecting it against exchange rate fluctuations, or the Corporation may in the future be required to provide cash and other collateral in order to secure its obligations with respect to such hedging transactions, or it may in the future be unable to enter into such transactions on favorable terms, or at all, or, pursuant to the terms of these hedging transactions, the Corporation's counterparties thereto may owe the Corporation significant amounts of money and may be unable to honor such obligations, all of which could have an adverse effect on the Corporation's results of operations and financial condition.

In addition, certain cross-currency swaps entered into by the Corporation may include an option that allows each party to unwind the transaction on a specific date at the then settlement amount.

The fair value of the derivative financial instruments the Corporation is party to is estimated using period-end market rates and reflects the amount the Corporation would receive or pay if the instruments were terminated and settled at those dates. At December 31, 2025, the net aggregate fair value of the Corporation's cross-currency and interest rate swaps and foreign-exchange forward contracts was in a net asset position of \$24.3 million on a consolidated basis. These swaps and forward contracts were entered into with large Canadian and foreign financial institutions holding credit ratings that meet minimum requirements. See also "Item 11. Quantitative and Qualitative Disclosures About Market Risk" of this annual report.

Some of the Corporation's suppliers source their products out of the U.S., therefore, although the Corporation pays those suppliers in Canadian dollars, the prices it pays for such products may be affected by fluctuations in the exchange rate. The Corporation may in the future enter into transactions to hedge its exposure to the exchange rate risk related to the prices of some of those products. However, fluctuations to the exchange rate for the Corporation's purchases that are not hedged could affect the prices the Corporation pays for such purchases and could have an adverse effect on its results of operations and financial condition.

Volatility and disruptions in the capital and credit markets could adversely affect the Corporation's business, including the cost of new capital, its ability to refinance its scheduled debt maturities and meet its other obligations as they become due.

The capital and credit markets have experienced significant volatility and disruption in the past, resulting in periods of upward pressure on the cost of new debt capital and severe restrictions in credit availability for many companies. In such periods, the disruptions and volatility in the capital and credit markets have also resulted in higher interest rates or greater credit spreads on the issuance of debt securities and increased costs under credit facilities. Disruptions and volatility in the capital and credit markets could increase the Corporation's interest expense, thereby adversely affecting its results of operations and financial position.

The Corporation's access to funds under its existing credit facilities is dependent on the ability of the financial institutions that are parties to those facilities to meet their funding commitments. These financial institutions may not be able to meet their funding commitments if they experience shortages of capital and liquidity, or if they experience excessive volumes of borrowing requests within a short period of time. Moreover, the obligations of the financial institutions under the Corporation's credit facilities are several and not joint and, as a result, a funding default by one or more institutions does not need to be made up by the others. Any financial turmoil affecting the banking system and financial markets or any significant financial services institution failures could negatively impact the Corporation's treasury operations, as the financial condition of such parties may deteriorate rapidly and without notice in times of market volatility and disruption.

Extended periods of volatility and disruptions in the capital and credit markets as a result of uncertainty, rising rates, pandemics, epidemics and other health issues, ongoing changes in or increased regulation of financial institutions, reduced financing alternatives or failures of significant financial institutions could adversely affect the Corporation's access to the liquidity and affordability of funding needed for its businesses in the longer term. Such disruptions could require the Corporation to take measures to maintain a cash balance until markets stabilize or until alternative credit arrangements or other funding for its business needs can be arranged.

The Corporation may be adversely affected by inflationary pressures, interest rate fluctuations and adverse economic conditions.

Inflationary pressures and interest rate fluctuations may result in higher input costs for equipment, products and services, upward wage pressures and higher interest expense. Adverse economic conditions, such as economic downturns or recessions, global instability, rising global trade challenges, including trade barriers and tariffs between Canada and its trading partners or other economic uncertainty could also cause the Corporation's results of operations to vary materially from expectations. In addition, adverse economic conditions may lead to a lower demand for certain of the Corporation's products and services, a declining level of retail and commercial activity and increased incidences of customer inability to pay or timely pay for the services or products that the Corporation provides. These conditions and uncertainties may also make it difficult for the Corporation to raise its prices enough to offset rising costs, may increase costs of borrowing and may reduce the availability of funding in the financial markets, all of which could adversely affect the Corporation's results of operations, cash flows, financial condition and prospects.

Interest and other expenses could vary materially from expectations depending on changes in interest rates, borrowing costs, currency exchange rates, and costs of hedging activities. The Corporation, its customers and economic markets more broadly have been and will continue to be highly dependent upon the actions of governments and businesses in response to macroeconomic events, and the effectiveness of those actions. Economic downturns may also lead to restructuring actions and associated expenses.

The Corporation could be adversely impacted by pandemics, epidemics and other public health issues.

Pandemics may adversely affect the Corporation's business in a variety of ways, including by restricting certain operations and marketing efforts, and disrupting supply chains. Pandemics, epidemics and other public health issues may pose potential adverse impacts on the Corporation, including, but not limited to: (i) a reduction in demand for the Corporation's products or services, or an increase in delinquent or unpaid bills, due to job losses and associated financial hardship; (ii) a reduction in the availability of content, and therefore a reduction in the Corporation's ability to provide the content and programming that its customers expect; (iii) downgrade or cancellation of customer services; (iv) issues delivering the Corporation's products and services; (v) lost revenues due to the significant economic challenges that small and medium-sized business customers are facing; (vi) uncertainty associated with the costs and availability of resources required to provide appropriate levels of service to customers; (vii) additional capital expenditures, and uncertainty associated with costs, delays and the availability of resources required to maintain, upgrade or expand the Corporation's network in order to accommodate increased network usage, and to expand its self-install and self-serve programs in order to attract new customers; (viii) unexpected increase of user data demand and increased pressure on the Corporation's network capacity, which could negatively affect its network's performance, availability, speed, consistency and its ability to provide services; (ix) the ability of certain suppliers and vendors to provide products and services to the Corporation; (x) the impact of legislation, regulations and other government interventions in response to pandemics and other public health issues; (xi) the negative impact on global credit and capital markets; and (xii) the ability to access capital markets and fund liquidity needs at a reasonable cost or at all. Any of these risks and uncertainties could have a material adverse impact on the Corporation's business, prospects, results of operations and financial condition.

The Corporation may have to record, in the future, asset impairment charges, which could be material and could adversely affect its future reported results of operations and equity.

The Corporation has recorded in the past asset impairment charges which, in some cases, have been material. Subject to the realization of various factors, including, but not limited to, weak economic or market conditions, it may be required to record in the future, in accordance with IFRS accounting valuation principles, additional non-cash impairment charges if the carrying value of an asset in the Corporation's financial statements is in excess of its recoverable value. Any such asset impairment charge could be material and may adversely affect its future reported results of operations and equity, although such charges would not affect its cash flow.

The Corporation undertakes acquisitions, dispositions, business combinations, or joint ventures from time to time which may involve significant risks and uncertainties.

From time to time, the Corporation engages in discussions and activities with respect to possible acquisitions, dispositions, business combinations, or joint ventures intended to complement or expand its business, some of which may be significant transactions for the Corporation and involve significant risks and uncertainties. The Corporation may not realize the anticipated benefit from any of the transactions it pursues, and may have difficulty incorporating or integrating any acquired business. Regardless of whether the Corporation consummates any such transaction, the negotiation of a potential transaction (including associated litigation), as well as the integration of any acquired business, could require the Corporation to incur significant costs and cause diversion of management's time and resources and disrupt its business operations. It could face several challenges in the consolidation and integration of information technology, accounting systems, personnel and operations. See also the risk factor "*The Corporation's geographic expansion, by entering new territories through the expansion of its mobile network and as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

If the Corporation determines to sell individual properties or other assets or businesses, it will benefit from the net proceeds realized from such sales. However, its results of operations may suffer in the long term due to the disposition of a revenue-generating asset, the timing of such dispositions may be poor, causing it to fail to realize the full value of the disposed asset or the terms of such dispositions may be overly restrictive to the Corporation or may result in unfavorable post-closing price adjustments if some conditions are not met, all of which may diminish the Corporation's ability to repay its indebtedness at maturity.

Any of the foregoing could have a material adverse effect on the Corporation's business, financial condition, operating results, liquidity, and prospects.

Risks Relating to Regulation

The Corporation is subject to extensive government regulation and policy-making. Changes in government regulation or policies could adversely affect its business, prospects, results of operations and financial condition.

The Corporation's operations are subject to extensive government regulation and policy-making in Canada. Laws and regulations govern the issuance, amendment, renewal, transfer, suspension, revocation and ownership of broadcast programming and distribution licenses. With respect to distribution, regulations govern, among other things, the distribution of Canadian and non-Canadian programming services and the maximum fees to be charged to the public in certain circumstances. The Corporation's broadcasting distribution and telecommunications operations (including Internet access service) are regulated respectively by the Broadcasting Act and the Telecommunications Act and regulations thereunder. The CRTC, which administers the Broadcasting Act and the Telecommunications Act, has the power to grant, amend, suspend, revoke and renew broadcasting licenses, approve certain changes in corporate ownership and control, and make regulations and policies in accordance with the Broadcasting Act and the Telecommunications Act, subject to certain directions from the federal cabinet. The Corporation's wireless and wireline operations are also subject to technical requirements, license conditions and performance standards under the *Radiocommunication Act* (Canada) (the "**Radiocommunication Act**"), which is administered by ISED Canada.

Changes to the laws, regulations and policies governing the Corporation's operations, the introduction of new laws, regulations, policies or terms of license, the issuance of new licenses, including additional spectrum licenses to its competitors, could have an impact on customer buying practices and/or a material adverse effect on its business (including how the Corporation provides products and services), prospects, results of operations and financial condition. In addition, the Corporation may incur increased costs in order to comply with existing and newly adopted laws and regulations or penalties for any failure to comply. The Corporation may also incur increased costs as a result of the Memorandum of Understanding on Telecommunications Reliability entered into on September 9, 2022 as between the Corporation and 12 other telecommunication service providers across Canada upon the direction of the federal government, and specifically the Minister of Innovation, Science and Industry (the "**MOU**"). Under the terms of the MOU, the Corporation is subject to increased obligations related to coordination, roaming, mutual assistance and communications during a telecommunications emergency, including wireless- and/or wireline-based emergencies.

In 2019, the federal government requested that the CRTC consider competition, affordability, consumer interests and innovation in its decisions. In response to this request, the CRTC launched a comprehensive review of the wireless market. Following its review, the CRTC ordered the national incumbent wireless carriers to provide MVNO access services to regional wireless carriers for a period of seven years. This decision stands to have a significant impact on the Corporation's competitive environment, as the Corporation could see the emergence of new MVNO competitors. The Corporation may not be able to compete successfully in the future against existing and such potential new competitors. In the context of its comprehensive review of the wireless market, the CRTC also issued two decisions in October 2024. First, the CRTC issued its decision in the review of wholesale roaming rates and the rate-setting approach by requiring carriers to enter into commercial negotiations with final offer arbitration ("**FOA**"), rather than initiating a new rate-setting proceeding. Second, the CRTC issued a decision expanding the scope of the MVNO regulatory framework to allow qualified regional wireless carriers to use MVNO access to serve enterprise and Internet of Things ("**IoT**") customers. This potential increase in competition in the Corporation's mobile telephony business combined with the recent CRTC regulation, pursuant to which rates need to be commercially negotiated, could have a material adverse effect on the Corporation's business, prospects, revenues, financial condition and results of operations.

As the Corporation expands its wireless business geographically, it faces significant challenges and uncertainty in negotiating MVNO access service wholesale rates with national incumbent wireless carriers. The frequency of renegotiation of MVNO wholesale rates is driven by the conditions laid out in the inter-operator agreements between the Corporation and the incumbents. The renegotiation of MVNO wholesale rates exposes the Corporation to significant financial and strategic risks. The Corporation may struggle to offer competitive pricing or innovate with new plans if it faces high wholesale rates. This can limit its ability to attract and retain customers, as the incumbents may offer more attractive plans due to a more favorable cost structure. If wholesale rates increase during renegotiation, the Corporation will face higher costs for network access and these costs will also directly impact its profitability.

Moreover, aside from fulfilling its spectrum license deployment obligations, the Corporation is exposed to the potential discontinuation of the mandated MVNO service after the mandated period ending in May 2030. Consequently, unless the CRTC extends the obligation of the national incumbent wireless carriers to provide MVNO access services, the Corporation will be required to deploy and enhance its independent wireless network, or enter into non-mandated commercial MVNO agreements in the regions where it currently operates as an MVNO but does not have its own mobile network. Neglecting to do so may subject the Corporation to risks, especially if it finds itself unable to cater to its customers when the MVNO services are discontinued. Any material failure to implement the Corporation's wireless business geographic expansion could have an adverse effect on its reputation, business, prospects, revenues, financial condition, and results of operations, as well as on its ability to meet its obligations, including its ability to service its indebtedness.

In addition, laws relating to communications, data protection, e-commerce, direct marketing and digital advertising and the use of public records have become more prevalent in recent years. Existing and proposed legislation and regulations, including changes in the manner in which such legislation and regulations are interpreted by courts in Canada, the United States and other jurisdictions may impose limits on the Corporation's collection and use of certain kinds of information. Furthermore, the CRTC and ISED Canada have the power to impose monetary sanctions for failure to comply with current regulations. For a more extensive description of the regulatory environment affecting its business, see "Item 4. Information on the Corporation – Regulation."

Regulatory decisions allowing competitors access to wholesale broadband services could adversely affect the Corporation's competitive position.

The ILECs and the largest incumbent cable carriers in Canada (collectively, the "**Incumbent Carriers**"), including the Corporation, have been required by the CRTC to provide TPIA providers with access to their wireline networks at mandated cost-based rates. Numerous TPIA providers are interconnected to the Corporation's wireline network and are thereby providing retail Internet access services as well as, in some cases, retail VoIP and IP-based television distribution services.

Since 2015, the CRTC has emphasized in a series of decisions the importance it accords to mandated wholesale access service arrangements as a driver of competition in the retail Internet access market. Among other things, the CRTC ordered the Incumbent Carriers, including the Corporation, to provide disaggregated wholesale access services, including access to high-speed services provided over fiber access facilities, which were expected to replace existing aggregated wholesale access services after a transition period.

However, in March 2023, the CRTC published a decision wherein it concludes that the disaggregated wholesale access service framework has not fulfilled its mandate and requires reconsideration. The CRTC determined that the network configuration for disaggregated wholesale access services will remain in Ontario and Québec pursuant to existing tariffs and architecture but will not be introduced in other markets at this time. Furthermore, the CRTC acknowledged that there are significant issues associated with the existing aggregated wholesale access service framework and that viable access to fiber-to-the-premises ("**FTTP**") facilities by competitors is of particular concern.

Thus, the CRTC launched a notice of consultation to review the wholesale access service framework. While it carried out its review, the CRTC imposed an immediate interim reduction of 10% to the monthly capacity charge and declared that existing aggregated tariffs should now be interim. The Corporation filed new aggregated wholesale rates on May 30, 2023, for its FTTP access and on June 22, 2023, for its Hybrid Fiber Coaxial ("**HFC**") access. The Corporation is still waiting for the CRTC to publish the new rates.

On November 6, 2023, the CRTC issued an interim decision ("**Decision 2023-358**" or "**Temporary Decision**") directing Bell Canada ("**Bell**") and Telus Communications Inc. ("**TELUS**") to provide workable wholesale access to their FTTP networks in Ontario and Québec within six months. On August 13, 2024, the CRTC published Telecom Policy 2024-180 (the "**Final Decision**") where it directs all ILECs to give access to their FTTP on an aggregate basis on all their territories across Canada by February 13, 2025. Only FTTP locations deployed before August 13, 2024, will be accessible. FTTP locations deployed after this date will benefit from a five-year exemption. Several applications were filed with the CRTC to appeal the Final Decision, arguing that Bell, TELUS, Rogers Communications Canada Inc. ("**Rogers**") and their affiliates (collectively, the "**Largest Incumbents**") should be prohibited from using aggregated FTTP services across Canada, and that this prohibition should also apply to HFC access. The CRTC has consolidated these applications into one single process.

On October 24, 2024, the CRTC has set the interim rates for FTTP services outside Ontario and Quebec and updated certain interim rates for Ontario and Quebec that were published in the Temporary Decision. The CRTC also expressed its willingness to move quickly to set the terms, conditions and final rates for aggregated wholesale FTTP services. Although the CRTC has stated its intention to publish new rates before the end of 2025, the Corporation is still awaiting their release. On November 6, 2024, the Governor in Council has expressed the opinion that the Largest Incumbents are of a disproportionate size relative to other ISPs and that it has concerns about the viability of small and regional ISPs. Thus, the Governor in Council directed the CRTC to reconsider whether the Largest Incumbents should be prohibited from using aggregated FTTP services in Ontario and Québec further to tariffs approved by the CRTC.

On November 8, 2024, several applications were submitted to the CRTC to review and vary the Final Decision so that the Largest Incumbents should be prohibited from using aggregated FTTP services across Canada, and that this prohibition should also apply to HFC access.

On November 21, 2024, the CRTC launched Telecom Notice of Consultation 2024-292 (the “Notice”) and asked whether changing the Temporary Decision would advance the public interest.

On February 3, 2025, the CRTC issued Telecom Decision 2025-39, concluding that the evidence on the public record demonstrates that the benefits to consumers from the Largest Incumbents’ access to temporary services outweighed any impact this access may have had on investments during the short period in which the FTTP Temporary Decision was in effect. Therefore, the CRTC determined that the public interest would not be served by amending the FTTP Temporary Decision.

On June 20, 2025, in Decision 2025-154, the CRTC denied the reviews of the Final Decision, filed on December 11, 2024 by Cogeco Communications Inc. (“Cogeco”), Eastlink, Rogers and TekSavvy, seeking to prohibit the Largest Incumbents from using FTTP services, despite the Government Order highlighting that the Largest Incumbents are disproportionately large compared to other industry providers. The Government has also decided not to overturn the Final Decision. There are therefore still two active files: one before the Government concerning the appeal of Decision 2025-154, which was filed jointly by Cogeco, Eastlink and SaskTel, and another appeal before the Federal Court of Appeal concerning the same decision filed by Cogeco and Eastlink.

On June 27, 2025, the CRTC reactivated two complaints filed in late 2024 and early 2025 by TPIA providers (Bravo Telecom and Transat Telecom) regarding Bell’s anti-competitive conduct. Both applications asked the CRTC to cease refraining from regulating retail Internet service prices in Quebec and Ontario. The CRTC might want to evaluate whether retail Internet prices should be regulated or not.

ISED Canada may not renew the Corporation’s mobile spectrum licenses on acceptable terms, or at all and the Corporation could be subject to compliance or enforcement actions if it fails to meet applicable license conditions during the term of its licenses

Generally, the Corporation’s spectrum licenses are granted for a specified term and are subject to conditions. These licensing conditions, including the related fees, may be modified at any time by ISED Canada. The Corporation expects that, in the ordinary course, new licenses will be issued for subsequent terms through a renewal process, unless a breach of license conditions has occurred, a fundamental reallocation of spectrum to a new service is required, or an overriding policy need arises. The process for issuing or renewing licenses, including the terms and conditions of the new licenses and whether license fees should apply for a subsequent license term, are expected to be determined by ISED Canada. If, at the end of their respective term, the Corporation’s licenses are not renewed on acceptable terms, or at all, its ability to continue to offer its wireless services, or to offer new services, may be negatively impacted, or its cost structure could materially increase, and, consequently, it could have a material adverse effect on its business, prospects, results of operations and financial condition. If, at any time during the term of its licenses, the Corporation fails to comply with its conditions of license, such as deployment conditions or investment requirements, ISED Canada may impose various compliance and enforcement measures. These measures may include warnings, administrative monetary penalties, legal action, license amendments, suspensions, or other measures. In certain cases of non-compliance, ISED Canada may determine that the most appropriate course of action is to revoke the license.

In March 2025, ISED Canada published a new framework for the imposition of annual fees on spectrum licenses used for mobile services in bands below 10 GHz. The only frequency band for which the Corporation will be impacted in the short or medium term is the AWS-1 band, with the first such license fees due in 2026. Licenses in this band were renewed in 2018 for a 20-year term, but, at the time of renewal, ISED Canada had not made a decision on the applicable annual fees for this band. The new 2025 framework fills this gap. For the other frequency bands in which the Corporation holds mobile spectrum (600 MHz, 700 MHz, AWS-3, 2500 MHz, 3500 MHz and 3800 MHz), the impact is expected to be felt gradually upon the expiry of the initial term of the licenses purchased at the auctions held since 2014, therefore, from 2034 to 2044 (insofar as these bands become effectively subject to the new framework, which will be the subject of future consultations).

The Corporation may be adversely affected if it does not qualify for government programs.

The Corporation benefits or has benefited from several government programs developed to support major investment projects, including the deployment of high-speed Internet and mobile services in various regions of Québec. There can be no assurance that the government programs which the Corporation may access in Canada will continue to be available in the future or will not be reduced, amended, or eliminated. Any changes in the policies or rules of application in Canada or in any of the provinces in connection with these government programs, or in the interpretation of these programs, could, amongst other things, increase the cost of investment projects affected by these programs or the Corporation's decision to initiate certain investment projects, including incur capital expenditures for the extension of its wireline and mobile networks, and which could have a material adverse effect on the Corporation's business, results of operations and financial condition. See also the risk factor "*The Corporation may be adversely affected by litigation and other claims.*"

The Corporation is subject to a variety of environmental laws and regulations.

The Corporation is subject to a variety of environmental laws and regulations. Some of its facilities are subject to federal, provincial, state and municipal laws and regulations concerning, for example, emissions to the air, water and sewer discharge, the handling and disposal of hazardous materials and waste, including electronic waste, recycling, soil remediation of contaminated sites, or otherwise relating to the protection of the environment. In addition, laws and regulations relating to workplace safety and worker health, which, among other things, regulate employee exposure to hazardous substances in the workplace, also govern the Corporation's operations. Failure to comply with present or future laws or regulations could result in substantial liability for the Corporation.

The Corporation's properties, as well as areas surrounding those properties, particularly those in areas of long-term industrial use, may have had historic uses, or may have current uses, in the case of surrounding properties, which may affect the Corporation's properties and require further study or remedial measures. The Corporation cannot provide assurance that all environmental liabilities have been determined, that any prior owner of its properties did not create a material environmental condition not known to the Corporation, that a material environmental condition does not otherwise exist on any of its properties, or that expenditure will not be required to deal with known or unknown contamination.

The Corporation owns, certain properties located on partially remediated former landfills. The operation and ownership of these properties carry inherent risks of environmental and health and safety liabilities, including for personal injuries, property damage, release of hazardous materials, remediation and clean-up costs and other environmental damages. The Corporation may, from time to time, be involved in administrative and judicial proceedings relating to such matters, which could have a material adverse effect on its business, financial condition and results of operations.

Environmental laws and regulations and their interpretation have changed rapidly in recent years and may continue to do so in the future to notably reduce waste, limit greenhouse gas ("GHG") emissions and increase reliable environmental disclosure from companies. For instance, most Canadian provinces have implemented Extended Producer Responsibility regulations in order to encourage sustainable practices such as the "Ecological recovery and reclamation of electronic products," which sets certain recovery targets and which may require the Corporation to monitor and adjust its practices in the future. Evolving public expectations with respect to the environment and increasingly stringent laws and regulations could result in increased costs of compliance, and failure to recognize and adequately respond to them could result in fines, regulatory scrutiny, or have a significant effect on the Corporation's reputation and brands.

Similarly, the Corporation is also exposed to the transition risks related to the transition to a lower-emissions economy, which may increase its cost of operations, impact its business plans, and influence stakeholder decisions, each of which could adversely impact its reputation, strategic plan, business, operations or financial results. Foreign and domestic governments continue to evaluate and implement policy, legislation, and regulations regarding reduction of GHG emissions, adaptation to climate change, transition to a lower-carbon economy, and disclosure of climate-related matters. Such policies, laws and regulations vary at the federal, provincial and municipal levels in which the Corporation operates and are continually evolving. International multilateral agreements, the obligations adopted thereunder, increasing physical impacts of climate change, changing political and public opinion and legal challenges concerning the adequacy of climate-related policy brought against governments and corporations, among other factors, are expected to accelerate the implementation of these measures. Many jurisdictions are either increasing the stringency of existing, or introducing new, legislation or public policy to address climate change and reduce GHG emissions. In Canada, companies are also coming under increasing scrutiny with respect to their sustainability goals and related disclosures. In June 2024, amendments to the *Competition Act* (Canada) targeting misleading environment benefit claims (greenwashing) came into effect, requiring companies to substantiate sustainability-related claims in accordance with internationally recognized methodologies. As the regulatory landscape for sustainability reporting continues to evolve, regulatory compliance risks will also likely increase.

Finally, climate change is increasing the severity and frequency of extreme weather-related events, which could damage the Corporation's infrastructure and properties and cause disruptions in its services. Such disruptions could lead to an increase in operational and capital costs in order to maintain network operations during and following extreme weather events and to repair damaged equipment and facilities which could have a material adverse effect on its business, financial condition, and results of operations. The Corporation could also face increased insurance premiums or reduced insurability in high risk areas.

Concerns about alleged health risks relating to radiofrequency emissions may adversely affect the Corporation's business.

All the Corporation's cell sites comply with applicable laws and the Corporation relies on its suppliers to ensure that the network equipment and customer equipment supplied to it meets all applicable regulatory and safety requirements. Nevertheless, some studies have alleged links between radiofrequency emissions from certain wireless devices and cell sites and various health problems, or possible interference with electronic medical devices, including hearing aids and pacemakers. There is no definitive evidence of harmful effects from exposure to radiofrequency emissions when the limits imposed by applicable laws and regulations are complied with. Additional studies of radiofrequency emissions are ongoing and there is no certainty as to the results of any such future studies.

The current concerns over radiofrequency emissions or perceived health risks of exposure to radiofrequency emissions could lead to additional governmental regulation, diminished use of the Corporation's wireless services or product liability lawsuits that might arise or have arisen. Any of these could have a material adverse effect on the Corporation's business, prospects, revenues, financial condition and results of operations.

Risks Relating to the Corporation's Senior Notes and its Capital Structure

The Corporation's indebtedness and interest payment requirements could adversely affect its financial condition and therefore make it more difficult for the Corporation to fulfill its obligations, including its obligations under its Senior Notes.

As at December 31, 2025, the Corporation had \$6.79 billion of consolidated long-term debt (long-term debt plus bank indebtedness), excluding Quebecor Media subordinated loans. The Corporation's indebtedness could have significant consequences, including the following:

- increase its vulnerability to inflation, recession, interest rate fluctuations, and general adverse economic and industry conditions;
- require it to dedicate a substantial portion of its cash flow from operations to making interest and principal payments on its indebtedness, reducing the availability of its cash flow to fund capital expenditures, working capital and other general corporate purposes;
- limit its flexibility in planning for, or reacting to, changes in its businesses and the industries in which the Corporation operates;
- place it at a competitive disadvantage compared to its competitors with less debt or greater financial resources; and
- limit, along with the financial and other restrictive covenants in its indebtedness, its ability to, among other things, borrow additional funds on commercially reasonable terms, if at all.

If the Corporation or its subsidiaries incur additional debt, the risks the Corporation now faces as a result of its leverage could intensify. For more information regarding its long-term debt and its maturities, refer to Note 15 to the audited consolidated financial statements for the year ended December 31, 2025, included under "Item 18. Financial Statements" of this annual report. See also the risk factor "*Restrictive covenants in the Corporation's outstanding debt instruments may reduce its operating and financial flexibility, which may prevent the Corporation from capitalizing on certain business opportunities.*"

Restrictive covenants in the Corporation's outstanding debt instruments may reduce its operating and financial flexibility, which may prevent the Corporation from capitalizing on certain business opportunities.

Some of the Corporation's debt facilities and instruments contain operating and financial covenants that may restrict its ability to, among other things:

- borrow money or sell preferred stock;
- create liens;
- enter in sale-leaseback transactions;

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- pay dividends on or redeem or repurchase stock;
- make certain types of investments;
- restrict dividends or other payments by some subsidiaries;
- enter into transactions with affiliates; and
- sell assets or merge with other companies.

If the Corporation is unable to comply with these covenants and is unable to obtain waivers from its creditors, it would be unable to make additional borrowings under its credit facilities, its indebtedness under these agreements would be in default and that could, if not cured or waived, result in an acceleration of such indebtedness and cause cross-defaults under its other debt, including its Senior Notes. If the Corporation's indebtedness is accelerated, the Corporation may not be able to repay its indebtedness or borrow sufficient funds to refinance it, and any such prepayment or refinancing could adversely affect its financial condition. Even if it is able to comply with all applicable covenants, the restrictions on its ability to manage its business in its sole discretion could adversely affect its business by, among other things, limiting its ability to take advantage of financings, mergers, acquisitions and other corporate opportunities that it believes would be beneficial to the Corporation.

The Corporation may be required from time to time to refinance certain of its indebtedness. Its inability to do so on favorable terms, or at all, could have a material adverse effect on the Corporation.

The Corporation may be required from time to time to refinance some of its existing debt at or prior to maturity. Its ability and its subsidiaries' ability to obtain additional financing to repay such existing debt at maturity will depend on a number of factors, including prevailing market conditions, credit availability and its operating performance. There can be no assurance that any such financing will be available to the Corporation on favorable terms or at all. See also the risk factor "*Volatility and disruptions in the capital and credit markets could adversely affect the Corporation's business, including the cost of new capital, its ability to refinance its scheduled debt maturities and meet its other obligations as they become due.*"

There is no public market for the Corporation's Senior Notes.

There is currently no established trading market for the Corporation's issued and outstanding Senior Notes and the Corporation does not intend to apply for listing of any of its Senior Notes on any securities exchange or to arrange for any quotation on any automated dealer quotation systems. No assurance can be given as to the prices or liquidity of, or trading markets for, any series of its Senior Notes. The liquidity of any market for the Corporation's Senior Notes will depend upon the number of holders of its Senior Notes, applicable regulations, the interest of securities dealers in making a market in its Senior Notes, prevailing interest rates, the market for similar securities and other factors, including general economic conditions, the Corporation's financial condition and performance and its prospects. The absence of an active market for its Senior Notes could adversely affect their market price and liquidity.

Even if a trading market develops for the Senior Notes, the Senior Notes could trade at prices that may be higher or lower than their initial offering prices, depending on many factors, including prevailing interest rates, general economic conditions, results of operations and financial position, historical financial performance and prospects, the credit ratings assigned to the Senior Notes and the Corporation's other debt securities, and the markets for similar debt securities. The market price of the Senior Notes may decline even if the Corporation's results of operations, financial position or prospects have not changed. In periods of increased levels of volatility and market turmoil, the Corporation's operations could be adversely impacted and the market price of the Senior Notes may be adversely affected.

The Corporation may not be able to finance an offer to purchase its Senior Notes in the event of a change of control as required by the respective indentures governing its Senior Notes because it may not have sufficient funds at the time of the change of control or its credit facilities may not allow the repurchases.

If the Corporation experiences a change of control, as that term is defined in the respective indentures governing its Senior Notes, it may be required to make an offer to repurchase all of its Senior Notes prior to maturity. The Corporation can provide no assurance that it will have sufficient funds or be able to arrange for additional financing to repurchase its Senior Notes following such change of control. There is no sinking fund with respect to its outstanding Senior Notes.

In addition, a change of control may be an event of default under the Corporation's credit facilities. Any future credit agreement or other agreements relating to its indebtedness to which it becomes a party may contain similar provisions. The Corporation's failure to repurchase its Senior Notes if required upon a change of control would, pursuant to the terms of the respective indentures governing its outstanding Senior Notes, constitute an event of default under such indentures. Any such default could, in turn, constitute an event of default under any existing or future indebtedness, any of which may cause the related debt to be accelerated after the expiry of any applicable notice or grace periods. If debt were to be accelerated, the Corporation may not have sufficient funds to repurchase its Senior Notes and repay the debt.

The market value of the Senior Notes will fluctuate as prevailing interest rates change.

Prevailing interest rates will affect the market value of the Senior Notes, which have a fixed interest rate. Assuming all other factors remain unchanged, the Corporation expects that the market value of the Senior Notes will decrease as prevailing interest rates for similar debt instruments rise and, conversely, will increase as prevailing interest rates for similar debt instruments decline.

Canadian bankruptcy and insolvency laws may impair the trustees' ability to enforce remedies under the indentures governing the Corporation's Senior Notes or the Senior Notes themselves.

The rights of the trustees, who represent the holders of the Corporation's Senior Notes, to enforce remedies could be delayed by the restructuring provisions of applicable Canadian federal bankruptcy, insolvency and other restructuring legislation if the benefit of such legislation is sought with respect to the Corporation. For example, both the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") and the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") contain provisions enabling an insolvent person to obtain a stay of proceedings against its creditors and to file a proposal to be voted on by the various classes of its affected creditors. A restructuring proposal, if accepted by the requisite majorities of each affected class of creditors, and if approved by the relevant Canadian court, would be binding on all creditors within each affected class, including those creditors that did not vote to accept the proposal. Moreover, this legislation, in certain instances, permits the insolvent debtor to retain possession and administration of its property, subject to court oversight, even though it may be in default under the applicable debt instrument, during the period that the stay against proceedings remains in place. In addition, it may be possible in certain circumstances to restructure certain debt obligations under the corporate governing statute applicable to the debtor.

The powers of the court under the BIA, and particularly under the CCAA, have been interpreted and exercised broadly so as to protect a restructuring entity from actions taken by creditors and other parties. Accordingly, the Corporation cannot predict whether payments under its outstanding Senior Notes would be made during any proceedings in bankruptcy, insolvency or other restructuring, whether or when the trustees could exercise their respective rights under the respective indentures governing each series of its Senior Notes or whether and to what extent holders of its Senior Notes would be compensated for any delays in payment, if any, of principal, interest and costs, including the fees and disbursements of the respective trustees.

The Corporation's Senior Notes are subject to restrictions on transfer or resale.

The Corporation's Senior Notes have not been registered under the Securities Act and have not been qualified by prospectus in Canada or other jurisdictions outside the United States. Consequently, the Senior Notes may be transferred or resold only in a transaction registered under, or exempt from, the Securities Act and applicable state securities laws. The Corporation has not registered, and does not intend to register the resale of the securities or conduct a registered exchange offer in respect of the securities under the Securities Act. Also, the notes may not be sold, directly or indirectly, in Canada except in accordance with applicable securities laws of the provinces and territories of Canada. The Corporation is not, and does not currently intend to become, a reporting issuer in Canada. As a result, the Senior Notes are subject to restrictions on transfer and are not, and will not become, freely tradable in Canada. In addition, non-U.S. holders remain subject to restrictions imposed by the jurisdiction in which the holder is resident.

U.S. investors in the Corporation's Senior Notes may have difficulties enforcing civil liabilities.

The Corporation is incorporated under the laws of the Province of Québec. Substantially all of its directors, controlling persons and officers are residents of Canada or other jurisdictions outside the United States, and all or a substantial portion of their assets and substantially all of the Corporation's assets are located outside the United States. The Corporation has agreed, in accordance with the terms of the respective indentures governing each series of its Senior Notes (other than its Canadian dollar denominated Senior Notes), to accept service of process in any suit, action or proceeding with respect to the indentures or such Senior Notes brought in any federal or state court located in New York City by an agent designated for such purpose, and to submit to the jurisdiction of such courts in connection with such suits, actions or proceedings. However, it may be difficult for holders of the Corporation's Senior Notes to effect service of process within the United States upon directors, controlling persons, officers and experts who are not residents of the United States or to enforce against the Corporation or them in the United States upon judgments of courts of the United States predicated upon civil liability under United States federal or state securities laws or other laws of the United States. In addition, there is doubt as to the enforceability in Canada of liabilities predicated solely upon United States federal or state securities laws against the Corporation or against its directors, controlling persons, officers and experts who are not residents of the United States, in original actions or in actions for enforcement of judgments of courts of the United States.

Although the Corporation's Senior Notes are referred to as "senior notes," they are effectively subordinated to any secured indebtedness it may incur and structurally subordinated to the liabilities of its subsidiaries that do not guarantee the Senior Notes.

The Corporation's Senior Notes are unsecured and, therefore, are effectively subordinated to any secured indebtedness that the Corporation may incur to the extent of the assets securing such indebtedness. In the event of a bankruptcy or similar proceeding involving the Corporation, the assets that serve as collateral for any secured indebtedness will be available to satisfy the obligations under the secured indebtedness before any payments are made on the Senior Notes. The Senior Notes are also structurally subordinated to the liabilities of its existing and future subsidiaries that do not guarantee the Senior Notes. In addition, the Corporation's credit facilities and the respective indentures governing its Senior Notes permit the Corporation to incur secured indebtedness in the future which could be significant.

The Corporation's credit ratings may not reflect the risks of investing in the Senior Notes.

The Corporation's credit ratings are an assessment by rating agencies of its ability to pay its debts when due. These credit ratings may not reflect the potential impact of risks relating to the Senior Notes. Agency ratings are not a recommendation to buy, sell or hold any security and may be revised or withdrawn at any time by the issuing organization. There can be no assurance that the Corporation's creditworthiness or credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency's judgment, circumstances so warrant. Any real or anticipated downgrade, suspension, withdrawal or other change to the Corporation's corporate credit ratings or other credit ratings, or to the methodologies, criteria, or conclusions used by rating agencies, may adversely affect the value of the Senior Notes, increase the Corporation's borrowing costs and negatively impact its ability to incur additional debt.

The Corporation is controlled by Quebecor Inc. and its interests may differ from those of holders of the Senior Notes.

All of the Corporation's issued and outstanding common shares are indirectly held by Quebecor. As a result, Quebecor Inc. controls the Corporation's policies and operations. The interests of Quebecor may conflict with the interests of the holders of the outstanding Senior Notes. In addition, actions taken by Quebecor, as well as its financial condition, matters over which the Corporation has no control, may affect the Corporation.

Quebecor's Class B Shares have one vote per share, while Quebecor's Class A Shares have 10 votes per share on all matters to be voted on by shareholders of Quebecor, with the exception of matters where the holders of shares of a single class are entitled to vote separately. As of December 31, 2025, nearly 78% of the combined voting power of all outstanding shares of Quebecor is controlled by a majority shareholder, and the exercise of the voting rights attached to those shares makes it possible to decide or significantly influence all issues submitted to a shareholder vote, including the election of directors and approval of significant corporate transactions, such as amendments to Quebecor's articles, mergers, amalgamations, or the sale of all or substantially all of its assets. The holders of Quebecor's Class A Shares may also have interests that differ from those of the holders of the Corporation's outstanding Senior Notes and may vote in a way which may be adverse to the interests of the holders of its outstanding Senior Notes. This concentration of voting power may have the effect of delaying, preventing, or deterring a change in control of Quebecor and could have a material adverse effect on the Corporation's business, prospects, revenues, financial condition and results of operations.

Also, Quebecor is a holding company and its principal source of cash needed to pay its own obligations is the cash that the Corporation and other subsidiaries generate from operations and borrowings. The Corporation has the ability to pay significant distributions under the terms of its indebtedness and applicable law and currently expects to make distributions to its shareholder in the future, subject to the terms of its indebtedness and applicable law. See "Item 8. Financial Information — Dividend Policy" in this annual report.

ITEM 4 – INFORMATION ON THE CORPORATION

A - History and Development of the Corporation

The Corporation's legal and commercial name is Videotron Ltd. It was founded on September 1, 1989 and is governed by the *Business Corporations Act* (Québec). On October 23, 2000, Videotron was acquired by Quebecor Media.

The Corporation's registered office is located at 612 St-Jacques Street, Montréal, Québec, Canada H3C 4M8, and its telephone number is (514) 380-1999. Its corporate website may be accessed through the URL <http://www.videotron.com>. The information found on its corporate website or on any other website referenced in this annual report does not, however, form part of this annual report and is not incorporated by reference herein. Videotron's agent for service of process in the United States with respect to its Senior Notes (other than its Canadian-dollar denominated Senior Notes due 2028, 2029, 2030, 2031, 2032 and 2034) is CT Corporation System, 28 Liberty Street, New York, New York 10005.

Since December 31, 2022, Videotron has undertaken and/or completed several business acquisitions, combinations, divestitures and business development projects and financing transactions, including, among others, the following:

- On January 28, 2026, Videotron amended and restated its credit agreement to extend the term of the two existing tranches of its revolving credit facility: (i) the first tranche in the amount of \$400.0 million now maturing in January 2031, and (ii) the second tranche in the amount of \$400.0 million now maturing in January 2027, and providing for a conversion option into a term facility maturing in January 2028. Videotron also added two new tranches to its revolving credit facility: (i) a first tranche in the amount of US\$250.0 million maturing in January 2031, and (ii) a second tranche in the amount of US\$250.0 million maturing in January 2027 and providing for a conversion option into a term facility maturing in January 2028. Certain conditions of the facilities were also amended.
- On November 20, 2025, Videotron issued \$800.0 million aggregate principal amount of Senior Notes bearing interest at 3.950% and maturing on October 15, 2032. On the same date, Videotron used the net proceeds, together with cash on hand, to fund the redemption of the entirety of its US\$600.0 million aggregate principal amount of 5.125% Senior Notes maturing on April 15, 2027 and the unwind of the related hedging contracts, for a total cash consideration of \$815.5 million.
- On November 6, 2025, Videotron completed the prepayment of \$200.0 million of the \$700.0 million tranche of its term credit facility maturing in April 2026.
- On June 16, 2025, Videotron redeemed at maturity the \$400.0 million aggregate principal amount outstanding of its 5.625% Senior Notes due in 2025.
- On May 27, 2025, Videotron increased the size of its revolving credit facility from \$500.0 million to \$800.0 million, increasing each of its two tranches from \$250.0 million to \$400.0 million.
- On February 26, 2025, Videotron amended and restated its credit agreement to, among other things, amend its existing \$500.0 million revolving credit facility by creating two tranches: (i) a first tranche in the amount of \$250.0 million maturing in February 2030, and (ii) a second tranche in the amount of \$250.0 million maturing in February 2026 and providing for a conversion option into a term facility maturing in February 2027.
- On January 29, 2025, Videotron adjusted the total amount of credit available under its revolving credit facility from \$2.00 billion to \$500.0 million.
- On November 8, 2024, Videotron issued US\$700.0 million aggregate principal amount of 5.700% Senior Notes, or 5.10% taking into account cross-currency swaps, maturing on January 15, 2035. Videotron used the net proceeds, together with drawings on its revolving credit facility, to repay in full its \$700.0 million Tranche A term loan maturing in October 2025 and its 5.750% Senior Notes maturing in 2026 in the amount of \$375.0 million.
- On June 21, 2024, Videotron issued \$600.0 million aggregate principal amount of Senior Notes bearing interest at 4.650% and maturing on July 15, 2029, and \$400.0 million aggregate principal amount of Senior Notes bearing interest at 5.000% and maturing on July 15, 2034, for total net proceeds of \$992.6 million, net of discount at issuance and financing costs of \$7.4 million. The proceeds were used to repay US\$600.0 million aggregate principal amount of Senior Notes on June 17, 2024 and to reduce drawings on its revolving bank credit facility.

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- On June 17, 2024, Videotron redeemed at maturity its Senior Notes in aggregate principal amount of US\$600.0 million, bearing interest at 5.375%, and unwound the related hedging contracts for a total cash consideration of \$662.3 million.
- On June 13, 2024, Videotron amended its term credit facility by extending the maturity of the first tranche of \$700.0 million from October 2024 to October 2025 and transitioning to the Canadian Overnight Repo Rate Average (“CORRA”). This tranche was repaid in November 2024.
- On June 13, 2024, following new credit ratings for Videotron in May 2024, all liens on Videotron’s assets granted to the bank lenders were terminated and the related debt instruments (including derivatives) are now unsecured.
- On May 6, 2024, S&P Global Ratings upgraded Videotron’s unsecured debt from BB+ to BBB- with a stable outlook. On May 30, 2024, Moody’s Ratings upgraded Videotron’s unsecured debt from Ba2 to Baa3 with a stable outlook.
- On November 30, 2023, Videotron announced an investment of \$298.9 million in the acquisition of 305 blocks of spectrum in the 3800 MHz band across Canada, in the latest spectrum auction held by ISED Canada. Approximately 61% of these 305 blocks of spectrum are located outside Québec, mainly in southern Ontario, Alberta and British Columbia. On January 26, 2023, the Corporation also announced a \$9.9 million investment by Videotron in the acquisition of spectrum licenses in the 600 MHz band in Manitoba and in the 3500 MHz band in Québec.
- On October 12, 2023, the Corporation announced the launch of its MVNO service and the gradual expansion of the service territory of its Videotron, Fizz Mobile & Internet Inc. (“Fizz”) and Freedom brands in Canada, enabling them to offer their services to millions more Canadian consumers.
- On April 3, 2023, Videotron acquired all the issued shares of Freedom from Shaw, for a cash consideration of \$2.07 billion (net of cash acquired of \$103.2 million) and the assumption of certain liabilities, including lease obligations. Videotron’s acquisition of Freedom includes the Freedom brand’s entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets. The transaction also includes a long-term undertaking by Shaw and Rogers to provide Videotron with transport services (including backhaul and backbone), roaming services and wholesale Internet services. Videotron also made certain commercial commitments to the Minister of Innovation, Science and Industry. Through the acquisition of Freedom, Videotron has entered the British Columbia and Alberta telecommunications markets and strengthened its position in the Ontario market.
- On April 3, 2023, Videotron entered into a new \$2.10 billion secured term credit facility with a syndicate of financial institutions to finance the acquisition of Freedom.
- On January 17, 2023, Videotron issued a \$836.0 million promissory note to Quebecor Media, bearing interest at 7.000%.

B - Business Overview

Overview

Videotron, a wholly owned subsidiary of Quebecor Media Inc., is one of Canada’s largest telecommunications companies. Videotron is engaged in Internet access, mobile and wireline telephony, television and entertainment services. Videotron is the fourth largest national mobile carrier in Canada in terms of mobile RGUs and the largest cable operator in Québec based on the number of wireline RGUs. Videotron is also a leader in new technologies, notably through Helix, its home-management and entertainment platform. As of December 31, 2025, Videotron has 4,402,000 subscriber connections to its mobile telephony services, 1,740,100 subscribers to its Internet services, 1,251,200 subscriptions to its television services, and 547,700 connections to its wireline telephony services. Through a comprehensive portfolio of roaming agreements with domestic and international network operators, Videotron’s mobile telephony customers benefit from extensive worldwide coverage.

Competitive Strengths

Leading Market Positions

Videotron is a leading mobile carrier and cable operator in Canada. Videotron believes that its strong market position has enabled it to launch and deploy new products and services more effectively. For example, since the introduction of its Internet access service, Videotron estimates that it has become the largest internet access provider within the footprint of its network in Québec. The two main brands under which the Corporation markets its telecommunications services enjoy among the highest levels of brand recognition in their respective markets: the Province of Québec and the Ottawa region for Videotron, and Ontario, British Columbia, Alberta and Manitoba for Freedom. The Corporation's third brand, Fizz, which offers a completely digital experience, is one of the fastest growing brands in Québec since its launch in 2018 and has quickly garnered interest in Ontario, British Columbia, Alberta and Manitoba, since its mobile telephony services were released in these provinces in 2024. Videotron's extensive proprietary and third-party retail distribution network of stores and points of sale, including its Videotron- and Freedom-branded stores and kiosks, as well as its authorized dealers, assist Videotron in marketing and distributing its advanced telecommunication services, such as Internet access, television and mobile telephony, on a large-scale basis. Videotron is also a leading telecommunication service provider in the Province of Québec's business telecommunication segment.

Differentiated Bundled Services

Through its technologically advanced mobile and broadband networks, Videotron offers a differentiated, bundled suite of entertainment, information and communication services, products and content, including Internet access, IPTV, VOD and other interactive television services, as well as wireline telephony services using VoIP technology, and mobile telephony services. In addition, Videotron delivers high-quality services and products, including, for example, its high-speed Internet access service which enables its customers to download data at speeds of up to 2.5 Gbps. Videotron believes that the consumers attribute value to the convenience of dealing with a single telecommunication service provider and also appreciate the cost savings of having their services bundled, as Videotron offers discounts to customers that subscribe to more than one of its services. As of December 31, 2025, 66.5 % of Videotron-branded residential customers subscribed for two or more services. Videotron also offers a rich and varied selection of on-demand French-language content (series, movies, documentaries, docu-reality, reality shows, comedy performances, etc.) through its subscription-based VOD service, illico+. Videotron produces an array of proprietary content for which illico+ holds first-window rights for its customers, prior to linear broadcast. illico+ boasts over 879 million viewings since its launch in 2013, making illico+ a key player in the Québec on-demand video entertainment landscape.

Advanced Mobile and Broadband Networks

The Corporation's mobile services are provided across one of the most extensive mobile network in Canada covering all major Canadian metropolitan areas including more than 30 million people with the LTE technology and more than 23 million people with the 5G technology. Over the past several years, the Corporation has been steadily investing in its mobile network by densifying its network, putting additional wireless spectrum into service and modifying existing cell sites to add equipment supporting new technologies. The Corporation continues its investments, including its roll out of the 5G/5G+ technologies across its footprint, as it considers the reliability, speed, capacity and coverage of its mobile network to be key factors for its continued success.

In its Québec market, Videotron is able to leverage its advanced broadband network, to offer a wide range of advanced services. Videotron's hybrid fiber coaxial network covers approximately 85% of Québec's estimated 4.1 million residential premises and nine of the province's top ten urban areas, and it can now reach all ten major urban areas through TPIA access agreements. Videotron believes that its single cluster network architecture in this geography provides many benefits, including a higher quality and more reliable network, the ability to launch and deploy new products and services such as Helix, illico+ and Fizz, and a lower cost structure through reduced maintenance and technical support costs.

Videotron is committed to maintaining and upgrading its networks and, to that end, Videotron currently anticipates that ongoing capital expenditures will continue to be required to accommodate the evolution of its products and services and to meet the demand for increased capacity, speed and reliability.

Strong, Market-Focused Management Team

Videotron has a strong, market-focused management team that has extensive experience and expertise in a range of areas, including marketing, finance, telecommunications and technology. Under the leadership of its senior management team, Videotron has, among other things, improved penetration of its Internet access service, its subscription-based VOD service and its mobile telephony services, including through the successful build-out and launch of its mobile telephony network and upgrade to 5G/5G+ technologies. Videotron's senior management team also spearheaded key acquisitions, including the acquisition of Freedom, allowing the Corporation to expand its network and presence in new markets.

Videotron's Strategy

Videotron's objective is to increase its revenues and profitability by leveraging its strong market position and advanced mobile and broadband networks, and by geographically expanding its business. Videotron attributes its strong historical results and positive outlook for growth and profitability to an ability to develop and execute forward-looking business strategies. The key elements of its strategy include:

- *Expand its wireless business geographically.* Videotron continues to evolve and enhance the capabilities of and to expand its wireless infrastructure in new geographies in Canada. The Corporation believes there is significant growth opportunity in these geographies for a wireless carrier offering innovative services at better prices. Through the acquisition of Freedom in 2023 and the MVNO framework, Videotron entered the British Columbia, Alberta and Manitoba telecommunications markets and strengthened its position in the Ontario market. This expansion of Videotron's wireless business outside of its traditional Québec footprint has intensified its geographic diversification, with approximately 45% of mobile subscribers in Québec, 40% in Ontario and 15% in Western Canada. In addition, entering new markets, as an MVNO, enables Videotron to further expand its reach and offer its competitive services to even more potential users. Together, the Videotron, Fizz and Freedom brands now reach over 34 million Canadians, nearly 80% of Canada's population. Videotron is also leveraging the wholesale TPIA regulatory framework to enable the delivery of Internet access and IPTV services beyond its wireline network footprint, thereby complementing its wireless service offering across its three brands. Access to the MVNO and TPIA regulatory frameworks is expected to significantly reduce initial investments, accelerate market access and mitigate risk. In addition to the Freedom brand expansion, the service territory of the Fizz brand has gradually expanded across additional provinces. Such a multi-brand expansion allows Videotron to strategically target and respond to customer needs in various market segments.
- *Build on its position as a telecommunications leader with its mobile telephony network.* Videotron provides an offering of advanced mobile telecommunications services to consumers and businesses that are based on effective, reliable technology, outstanding customer service and a differentiated offering. This strategy remains central to Videotron as it expands its wireless business geographically. Since its acquisition of Freedom, significant enhancements have been made to Freedom's service offering, rate plans and network infrastructure. These enhancements include the deployment of 5G/5G+ services as well as the introduction of seamless handoff, nationwide free roaming, and international roaming data allotments. These initiatives, together with the affordability of Freedom's service plans, are designed to strengthen Freedom's competitive position and are expected to continue to contribute to Freedom's growing customer base. The Corporation also expects that growing customer adoption of 5G/5G+ technologies will support increased demand for mobile services over time. In line with this expectation, Videotron intends to continue the phased expansion of 5G/5G+ technologies into additional markets. In the consumer market, IoT represents a growing opportunity as wireless connectivity becomes increasingly integrated into everyday devices, including home automation systems and wearables. Additional IoT growth opportunities are also emerging in areas such as smart manufacturing, telemedicine and telesurgery, remote monitoring, connected vehicles, asset tracking and smart-city applications. For the twelve-month period ended December 31, 2025, mobile services and equipment revenues represented 50.4% of Videotron's total operating revenues, up from 48.8% a year before.

- *Maximize customer satisfaction and build customer loyalty.* Videotron believes that maintaining a high level of customer satisfaction is critical to future growth and profitability. In the Province of Québec, Videotron was ranked as the preferred telecommunications provider in a Léger survey conducted in 2025. Videotron was also recognized, according to the same study, as the most reliable and trustworthy telecommunications company in Quebec. Videotron was also ranked by another Léger poll conducted in 2025 as the most respected telecommunications provider in Québec for the 19th time since 2006. Its ability to attract and satisfy customers with high quality products and services has been an important factor in Videotron's historical growth and profitability and continues to be a priority in its geographic expansion nationwide. In support of its commitment to customer satisfaction, Videotron continues to provide a 24-hour technical support hotline seven days a week for customers of the Videotron brand. All of its customer service representatives and technical support staff are trained to assist customers with all of its products and services, which in turn allows its customers to be served more efficiently and seamlessly. Videotron's customer care representatives continue to receive extensive training to perfect their product knowledge and skills, which contributes to customer retention and higher levels of customer service. As consumers increasingly turn to digital channels, Videotron also offers online and app-based options to enable them to autonomously manage all phases of the customer journey from sales to installation to ongoing support. Shifting customer interaction to digital channels through more self-help, self-install and self-service reduces the volume of field service trips, and calls to customer service and technical support call centers. Videotron utilizes surveys, focus groups and other research tools to assist in its marketing efforts and anticipate customer needs. To increase customer loyalty, Videotron also leverages strategic partnerships with third parties and other members of the Quebecor Media group of companies to offer exclusive promotions, privileges and contests which contribute to expanding its value proposition to its customers and differentiating its offering.
- *Pursue strategic investments in technology improvements.* Videotron supports the growth in its customer base and bandwidth requirements through strategic success-driven modernization of its networks and increases in network capacity and redundancy. Videotron's network design provides high capacity and superior signal quality that allows it to provide new advanced products and services. Videotron believes that the demand for bandwidth-intensive services are likely to continue to increase significantly in the coming years. Videotron's strategy is to maintain a leadership position in the suite of products and services it offers, launch new products and services, and implement new technologies as they become available. In addition, Videotron continuously seeks to optimize expenses through technology improvements.
- *Further integrate its operations within the Quebecor Media group of companies.* Videotron will continue to pursue the integration of its distribution capabilities with the content and reach of Quebecor Media's other assets. For example, Videotron believes that cross-selling and cross-promotion opportunities exist with Media Group, a segment of Quebecor Media dedicated to entertainment and news media comprised of certain premier French-language content creation companies and media brands, such as TVA Group, the largest broadcaster in North America of French-language entertainment, information and public affairs programming and one of the largest private-sector producers of French-language content, *Le Journal de Montréal* and *Le Journal de Québec*, both of which are leaders in their respective market, Quebecor Media Out-of-Home, the largest player in Québec with over 17,000 advertising faces on transit shelters, buses and taxi tops, and various properties in the field of digital content production. In addition, cross-selling and cross-promotion opportunities exist with Quebecor Media's Sports and Entertainment segment, which includes all operation, production, distribution and management activities relating to music, entertainment, sports and the Videotron Centre, an 18,400-seat arena located in Québec City.

Products and Services

Videotron currently offers to its customers mobile telephony services, wireline services, subscription-based VOD services, and business telecommunications services.

Mobile Services

Videotron is a key national player in delivering a range of innovative wireless network technologies and services. Videotron's wireless services are offered under the Videotron, Freedom and Fizz brands and provide consumers and businesses with the latest wireless devices, services, and applications including: mobile high-speed Internet access; wireless voice and enhanced voice features; device protection; in-store expert advice; text messaging; e-mail; global voice and data roaming; and advanced wireless solutions for businesses. The Videotron brand is active in the Province of Québec and the Ottawa region, the Freedom brand is present in Ontario, British Columbia, Alberta and Manitoba, and the Fizz brand is available in all these provinces.

As of December 31, 2025, there were 4,402,000 lines activated on its wireless network, representing a year-over-year increase of 311,000 lines (7.6%).

Wireline Services

Videotron's coaxial and fiber-optic network large bandwidth is a key factor in the successful delivery of advanced products and services in Québec. Videotron currently offers a variety of advanced products and services, including Internet access, television, wireline telephony and subscription-based VOD services.

- **Internet Access.** Leveraging its advanced cable and fiber infrastructure, Videotron offers Internet access services to its customers at download speeds of up to 2.5 Gbps. As part of its Internet access service, Videotron offers its technologically advanced Helix Internet service which delivers reliable internet speeds, a smarter and more powerful Wi-Fi coverage as well as home automation features. The Helix internet service is available using a Helix Fi gateway, an all-in-one product that combines the features of a modem and Wi-Fi router, as well as Wi-Fi pods which, when required, can be plugged into electrical wall outlets to extend a customer's Wi-Fi coverage. Through the Helix Fi app, customers can control their home Wi-Fi network, set time restrictions for children's Internet use, quickly and easily disconnect a device from the network, access advanced security technology and control household smart devices. Videotron is also leveraging the wholesale TPIA regulatory framework to enable the delivery of Internet access and IPTV services beyond its wireline network footprint, thereby complementing its wireless service offering across its three brands. As of December 31, 2025, Videotron had 1,740,100 Internet access customers. Based on internal estimates, Videotron is the largest provider of Internet access services within the footprint of its network in Québec with an estimated market share of 42.8% as of December 31, 2025.
- **Television.** Videotron offers a broad variety of television services made available through digital- or IP-based technology. Videotron's IPTV service, Helix TV is built around voice-controlled assistant technology. Helix offers an enhanced TV experience, integrated search functionality and seamless integration of entertainment services, including Netflix, Prime Video, Apple TV and illico+ (provided customers have a subscription with such services). Videotron allows its customers to customize their choices with the ability to choose between custom or pre-assembled packages with a selection of additional channels, including U.S. superstations and other special entertainment channels. Customers may view programming live, record live programming or access Videotron's VOD service which offers extensive programming choices such as television series, movies and documentaries that are available for free or to rent. These viewing options are also available through the Helix app and online. Available to all Fizz Internet subscribers in Québec since February 2025, the new Fizz TV service differentiates its offering by a pick-and-choose model that lets users build their own TV plan. As of December 31, 2025, Videotron had 1,251,200 customers for its television service.
- **Wireline Telephony.** Videotron offers wireline telephony service to its residential customers using VoIP technology. As of December 31, 2025, Videotron had 547,700 subscribers to its wireline telephony service.

Subscriber-based VOD Services

illico+ offers a diverse range of unlimited, on-demand French-language scripted and non-scripted content (movies, series, documentaries, docu-reality, reality shows, comedy performances, etc.). In its efforts to offer original content to its customers, illico+ funds the production of series, documentaries, movies and shows for which it holds first window rights, prior to their linear broadcast. illico+ boasts over 879 million viewings since its launch in 2013, making it a key player in the on-demand video entertainment landscape in the markets in which it is offered. illico+ is also accessible through mobile apps, web browsers and various smart TVs.

Business Telecommunications Services

Videotron Business is a premier full-service telecommunications provider servicing small, medium and large sized businesses, as well as telecommunications carriers. In recent years, Videotron has significantly grown its customer base and has become a leader in the business telecommunications segment maintaining the largest market share in wireline services in the Province of Québec. Products and services include mobile telephony, Internet solutions, telephony and television solutions, as well as fiber connectivity, private network connectivity, Wi-Fi, managed services and security solutions. The depth of Videotron's service offering enables Videotron Business to meet the growing demand from business customers.

Videotron Business serves customers through a dedicated salesforce and customer service teams with solid expertise in the business market and a dedication to providing exceptional customer service. Videotron Business relies on its extensive coaxial and fiber-optic network together with its LTE-A and 5G/5G+ wireless infrastructure to deliver tailored connectivity solutions to its customers.

Customer Statistics Summary

The following table summarizes Videotron's customer statistics for its suite of advanced products and services:

	At December 31,		
	2025	2024 ⁽¹⁾	2023 ⁽¹⁾
	(in thousands of customers)		
Revenue-generating units (RGUs)⁽²⁾	7,941.0	7,726.9	7,480.8
Mobile Telephony			
Mobile telephony lines	4,402.0	4,091.0	3,722.9
Internet			
Internet customers	1,740.1	1,732.6	1,727.6
Penetration ^(3,4)	45.1%	45.3%	45.7%
Television			
Television customers	1,251.2	1,294.4	1,355.6
Penetration ^(3,4)	33.2%	34.6%	36.6%
Wireline Telephony			
Wireline telephony lines	547.7	608.9	674.7
Penetration ^(3,4)	14.7%	16.4%	18.4%
Homes passed	3,716.8	3,692.4	3,657.7

(1) To better reflect the activities of the Corporation, prepaid connections with negligible ARPU have been excluded from the mobile telephony connection count.

(2) RGUs are the sum of subscriptions to the Internet access and television services, plus subscriber connections to the mobile and wireline telephony services.

(3) Represents customers (or telephony lines) as a percentage of total home passed.

(4) Penetration of homes passed excluding customers to Internet access, television and wireline telephony services served through Videotron's purchase of wholesale Internet services from third parties.

Pricing of the Corporation's Products and Services

Videotron's revenues are mainly derived from the monthly fees its customers pay for Internet access, television and mobile and wireline telephony services, as well as VOD services. The rates Videotron charges vary based on the market served and the level of service selected. Rates are adjusted regularly. Videotron also offers discounts to its customers who subscribe to more than one of its services, when compared to the sum of the prices of the individual services provided to these customers. As of December 31, 2025, approximately 67% of its Videotron-branded residential customers were bundling two services or more. A one-time installation or activation fee, which may be waived in part during certain promotional periods, may be charged to new customers. Monthly rental payments for equipment, such as Helix Fi gateways or Helix TV terminals, may also be charged depending on the promotional offer.

Videotron's Network Technology

Mobile Services

As of December 31, 2025, Videotron's mobile network reached 73% of the Canadian population, allowing the vast majority of the population of Ontario, Québec, British Columbia, Alberta and Manitoba, Canada's five most populous provinces, to benefit from Videotron's mobile services. In addition to the coverage provided by its network, Videotron has roaming agreements with other Canadian mobile carriers to enable its customers to receive mobile service in nearly all other areas in Canada where wireless service is available. Videotron also offers international wireless voice and data services to its customers through roaming agreements with wireless service providers outside Canada.

In 2013, Videotron signed a 20-year agreement with Rogers for cooperation and collaboration in the build-out and operation of a shared LTE wireless network in the Province of Québec and the Ottawa region (the "**Rogers LTE Agreement**"). In September 2014, Videotron launched its joint LTE wireless network with Rogers. Videotron maintains its business independence throughout this agreement, including its product and service portfolios, billing systems and customer data. In April 2023, Videotron and Rogers settled a dispute regarding the Rogers LTE Agreement and therefore, the parties will pursue the joint network until the end of its term in 2033. In Ontario, British Columbia and Alberta, Videotron operates the LTE network that it acquired as a result of the acquisition of Freedom and this network is not subject to the Rogers LTE Agreement. Videotron's LTE network is the backbone for its 5G network as it is rolled out nationally.

Since 2020, Videotron has been deploying both LTE-A and 5G technologies in its Québec market by leveraging its AWS-3, 600 MHz and 3500 MHz spectrum. Upon the closing of the acquisition of Freedom, Videotron was able to rapidly deploy its holding of AWS-1, AWS-3, 600 MHz and 3500 MHz spectrum licenses to upgrade Freedom's infrastructure and offer 5G services in the Toronto, Vancouver, Calgary, Edmonton and Ottawa metropolitan areas along with select cities across Ontario, British Columbia and Alberta. As the roll out of Videotron's 5G/5G+ service continues with the objective of covering its entire footprint, investments will be required to optimize the operation of its network, including the deployment of additional spectrum, network densification with additional macro cells, small cells, in-building systems and distributed antenna systems as well as the addition of radio network equipment. Investing in its wireless network to improve the customer experience is a priority for Videotron, particularly in sectors outside Québec where the Freedom brand currently operates.

Videotron holds wireless spectrum licenses in Québec, Southern Ontario, Eastern Ontario, Manitoba, Alberta and British Columbia, spread across the AWS-1, AWS-3, 600 MHz, 700 MHz, 2500 MHz, 3500 MHz and 3800 MHz bands. These licenses qualified Videotron to launch its MVNO service in October 2023. The wireless spectrum licenses holdings of Videotron total approximately 6.3 billion MHz per population (MHz-Pop), corresponding to an average of approximately 189 MHz of spectrum per Canadian in the provinces covered by the spectrum held.

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The following tables summarize Videotron’s spectrum license holdings:

Type of Spectrum	Videotron Licenses	Licenses’ Use
600 MHz	<ul style="list-style-type: none"> 30 MHz in Québec, Eastern and Southern Ontario, Alberta and British Columbia 20 MHz in Manitoba 	Used in LTE-A and 5G networks
700 MHz	<ul style="list-style-type: none"> 10 MHz in Québec, Eastern and Southern Ontario, Alberta and British Columbia 	Used in LTE-A network
AWS -1	<ul style="list-style-type: none"> 40 MHz in Québec 10 MHz in Southern Ontario and an additional 10 MHz (total of 20 MHz) in major cities in the region (including Toronto) 20 MHz in Alberta and British Columbia 	Used in LTE-A and HSPA+
AWS-3	<ul style="list-style-type: none"> 30 MHz in Québec, Eastern and Southern Ontario, Alberta and British Columbia 	Used in LTE-A and 5G networks
2500 MHz	<ul style="list-style-type: none"> Between 20 MHz and 40 MHz in Québec and Ottawa 20 MHz in Toronto Between 20 MHz and 30 MHz in major cities in Alberta and British Columbia Between 20 MHz and 30 MHz in northern rural areas of British Columbia 	Used in LTE-A network
3500 MHz	<ul style="list-style-type: none"> Between 10 MHz and 50 MHz in Québec, Eastern and Southern Ontario, Manitoba, Alberta and British Columbia 	Used in 5G and 5G+ networks
3800 MHz	<ul style="list-style-type: none"> Between 10 MHz and 90 MHz in Québec, Eastern and Southern Ontario, Manitoba, Alberta and British Columbia Between 80 MHz to 100 MHz of combined 3800 MHz and 3500 MHz spectrum in major cities, including Toronto, Montréal, Vancouver, Ottawa, Calgary, Edmonton, Québec City and Winnipeg 	Used in 5G and 5G+ networks

As part of the Rogers LTE Agreement, Videotron also has access to the following spectrum licenses held by Rogers:

Type of Spectrum	Rogers’ Licenses	Licenses’ Use
700 MHz	<ul style="list-style-type: none"> 20 MHz in Québec and Ottawa 	Used in LTE network
AWS-1	<ul style="list-style-type: none"> 20 MHz in Québec and Ottawa 	Used in LTE network

Videotron plans to continue developing and enhancing its mobile technological offering by densifying network, expanding coverage and increasing download speeds. Videotron’s network is designed to support important customer growth in coming years as well as rapidly evolving mobile technologies.

Wireline Services

As of December 31, 2025, Videotron's cable network consisted of fiber-optic cable and coaxial cable, covering approximately 85% of the Province of Québec's estimated 4.1 million residential premises. Its network is the largest broadband network in the Province of Québec and supports direct connectivity with networks in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, the Maritimes and the United States.

Videotron has adopted the HFC network architecture as the standard for its network. HFC network architecture combines the use of both fiber-optic and coaxial cables. Fiber-optic cable has good broadband frequency characteristics, noise immunity and physical durability and can carry thousands of voice, video, and data signals simultaneously over extended distances. Coaxial cable requires greater signal amplification in order to obtain the desired transmission levels for delivering signals. In most systems, Videotron delivers its signals via fiber-optic cable from the headend to a group of optical nodes and then via coax to the customer premises served by the nodes.

In order to meet the ever-expanding service needs of the customer in terms of video, telephony and Internet access services, Videotron consistently invests to enhance the capabilities of its wireline network. These investments imply, among other things, the deployment of fiber-optic deeper into the network and therefore closer to the customer premises. This fiber deployment translates into an increase, year after year, in the number of nodes and a corresponding decrease in the number of customer premises served by each node. Investments in Videotron's network also include an extension of the upper limit of the radio frequency spectrum available for service offerings. As of December 31, 2025, 89% of the Corporation's network has been upgraded to a bandwidth of 1002 MHz, the remaining of its network being at 750 MHz.

Videotron currently uses the DOCSIS 3.1 standard to offer gigabit downstream high speeds across almost its entire network. The Corporation is committed to further evolving its network by taking advantage of more advanced communication standards, expanding its spectrum and deploying more fiber with the objective of providing its customers with symmetrical multigigabit speeds across its coverage area. Videotron is notably evaluating the opportunity to upgrade its network with the DOCSIS 3.1+ and DOCSIS 4.0 technologies.

In addition, as part of the evolution of its network, the Corporation also intends to virtualize and automate many network functions in order to increase operating efficiency and expand capacity. Along with these network enhancements, the Corporation continues to expand its wireline network to reach new homes and businesses both within and beyond its existing coverage area, thereby increasing the number of premises passed. To support this expansion, the Corporation regularly deploys Passive Optical Network ("PON") technology, which extends fiber directly to the home using a FTTH architecture. This technology supports speeds of up to 10 Gbps and facilitates future upgrades to even higher capacity services.

Marketing and Customer Care

Videotron's long term marketing objective is to increase its cash flow through exceptional customer experience, deeper market penetration of its services, development of new services and revenue and operating margin growth per customer. Videotron believes that customers will come to view the connection that it offers as the best distribution channel to their home for a multitude of services. To achieve this objective, Videotron is pursuing the following strategies:

- develop attractive bundle offers to encourage its customers to subscribe to two or more products, which increases customer retention and operating margins;
- continue to rapidly deploy advanced products on all its services – mobile and wireline telephony, Internet access, television and subscription-based VOD – to maintain and increase Videotron's leadership and consequently, to gain additional market share;
- design product offers that provide greater opportunities for customer entertainment and information;
- deploy strong retention strategies aiming to maintain its existing customer base;
- develop targeted marketing programs to attract former customers, households that have never subscribed to certain of its services and customers of alternative or competitive services as well as target specific market segments;

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- enhance the relationship between customer service representatives and its customers by training and motivating customer service representatives to promote advanced products and services;
- leverage the retail presence of its Videotron- and Freedom-branded stores and kiosks, third-party commercial retailers, and authorized distributors;
- maintain and promote its leadership in content and entertainment by leveraging the wide variety of services offered by Quebecor Media to its existing and future customers;
- introduce new value-added packages of products and services, which Videotron believes optimizes opportunities to improve customer retention;
- leverage its business market, using its network and expertise with its commercial customer base, to offer additional bundled services to its customers; and
- develop new products, services and digital platforms to respond to the technological needs and continuously evolving consumer behaviors.

Videotron continues to invest time, effort and financial resources in marketing new and existing services. To increase both customer penetration and the number of services used by its customers, Videotron uses integrated marketing techniques, including door-to-door solicitation, telemarketing, drive-to-store, media advertising, e-marketing, Short Message Service (SMS) and direct mail solicitation. Those initiatives are also strongly supported by business intelligence and artificial intelligence tools such as predictive churn models.

Maximizing customer satisfaction is a key element of Videotron's business strategy. In support of its commitment to customer satisfaction, Videotron continues to provide 24-hour customer service hotline seven days a week to its Videotron branded customers, in addition to its web-based customer service capabilities. All of its customer service representatives and technical support staff are trained to assist customers with all of its products and services, which in turn allows its customers to be served more efficiently and seamlessly. Videotron's customer care representatives continue to receive extensive training to perfect their product knowledge and skills, which contributes to customer retention and higher levels of customer service. Videotron utilizes surveys, focus groups and other research tools to assist marketing efforts and anticipate customer needs. To increase customer loyalty, Videotron also leverages strategic partnerships to offer exclusive promotions, privileges and contests which contribute to expanding its value proposition to its customers.

Programming

Videotron believes that offering a wide variety of programming is an important factor in influencing a customer's decision to subscribe to, and retain, its television and VOD services. Videotron devotes resources to obtaining access to a wide range of programming that Videotron believes will appeal to both existing and potential customers. Videotron relies on extensive market research, customer demographics and local programming preferences to determine its channel and package offerings. The CRTC currently regulates the distribution of foreign content in Canada and, as a result, Videotron is limited in its ability to provide such programming to its customers. Videotron obtains basic and premium programming from a number of suppliers, including all major Canadian media groups.

Videotron's programming contracts generally provide for a fixed term of up to five years and are subject to negotiated renewal. Programming tends to be made available to Videotron for a flat fee per customer. Videotron's overall programming costs have increased in recent years and may continue to increase due to factors including, but not limited to, increased costs to produce or purchase specialty programming, inflationary or negotiated annual increases, the concentration of broadcasters following acquisitions in the market, the increased competition from OTT service providers for content and the significant increased costs of sports content rights.

Competition

Videotron operates in a highly competitive business environment in the areas of price, product and service offerings and customer service. Due to ongoing technological developments, the distinctions among traditional platforms are fading rapidly. The Internet as well as mobile devices are becoming important broadcasting and distribution platforms. In addition, mobile operators are now offering wireless and fixed wireless Internet services and Videotron's telephony service is also competing with Internet-based solutions. Given the highly regulated nature of the industry and the increasing speed of technological developments, the already competitive dynamics could increase further in the future, driven by existing competitors or new entrants.

- *ILECs.* In the province of Québec, both Bell and TELUS operate wireline networks that overlap with Videotron's wireline footprint, with Bell accounting for this overlap in most regions. Bell and TELUS' networks allow them to provide a full range of wireline services, including Internet access, television and home telephony services, leveraging the FTTH technology. Because fiber optic cables can carry much more data than traditional copper telephone cables, especially over long distances, ILECs have built and continue to build fiber-optic network infrastructure further into their networks. This optical fiber deployment enables them to offer data transmission speeds in several Videotron service areas that are higher than those provided with traditional copper DSL technology.
- *Mobile Network Operators.* The Canadian wireless market is characterized by the presence of three national incumbent wireless carriers, Bell, TELUS and Rogers who operate under these main brands but also under their flanker brands: VirginPlus (Bell), Lucky Mobile (Bell), Koodo (TELUS), Public Mobile (TELUS), Fido (Rogers) and Chatr (Rogers). The range of services available varies depending on the province or region, with some providers offering a full range of telecommunications services and others providing only mobile services. These competitors have a longer operating history in mobile telephony, larger spectrum holdings as well as greater operational and financial resources than Videotron. The Canadian incumbents are deploying their 5G/5G+ networks, and these technologies are becoming the new industry standards.
- *Fixed wireless access.* While the provision of Internet service via wireless airwaves instead of cables, commonly known as fixed wireless access, has traditionally been used in rural areas where there is no or limited access to high-speed Internet. This technology allows some Canadian mobile network operators to use excess capacity on their mobile networks to offer a bundled service offering outside their wireline network footprint.
- *MVNO.* The CRTC's decision ordering national incumbent wireless carriers, as well as SaskTel, to provide MVNO access services to regional wireless carriers for a period of seven years could have a significant impact on the Corporation's competitive environment, potentially introducing new MVNO competitors. For instance, Cogeco has launched wireless services in multiple regions across its footprint in Ontario and Québec.
- *Third Party Internet Service Providers.* Videotron competes against third-party ISPs making use of the wholesale TPIA service mandated by the CRTC to offer residential and commercial Internet access, as well as VoIP and video distribution services. Several TPIA providers are now part of large telecommunications companies, including Distributel and EBox for Bell, Altima and Start.ca for TELUS, Comwave for Rogers, and Oxio for Cogeco.
- *Low Earth Orbit satellite technology.* Satellite operators such as Xplore, Telesat and Starlink are expanding their existing high-speed Internet access capabilities with high-throughput satellites, targeting households in low population density and remote locations. Starlink, the LEO market's dominant player, continues to scale capacity and coverage, and Amazon's impending entry with Amazon Leo is expected to further intensify competition. Collectively, these players are claiming future download speeds comparable to the Corporation's low and medium download speeds. In addition to fixed satellite Internet services, certain operators may also have the technical capability to provide direct-to-device connectivity, enabling mobile devices to communicate directly with satellites without relying on traditional terrestrial cellular networks. However, the deployment of such services in Canada is governed by the Supplemental Mobile Coverage by Satellite ("SMCS") framework, which requires a commercial partnership between a satellite operator and a mobile network operator before satellite-supported mobile services may operate using terrestrial mobile spectrum. The SMCS framework also does not impose any obligation on mobile network operators to enable domestic roaming onto satellite-provided networks; offering such roaming remains at the discretion of the operators through commercial arrangements.

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- *Internet Video Streaming.* The continuous technology improvement of the Internet, combined with higher download speeds and its affordability, favors the development and deployment of alternative technologies such as linear television, on-demand content and curated live events offered by OTT video service providers and OTT aggregators such as Netflix, Amazon Prime Video, Disney+, Apple TV+ and Roku Channel. While having a positive impact on the demand for Videotron's Internet access services, the growth of this model has been accompanied by certain trends away from traditional cable television services. In addition, competitive dynamics are further intensifying as the three national incumbent wireless carriers launch bundled OTT offers, creating new competitive models in which the Corporation does not currently participate.
- *Direct Broadcast Satellite.* DBS is also a competitor to Videotron's television services. DBS delivers digital programming via signals sent directly to receiving dishes from medium and high-powered satellites, as opposed to cable delivery transmissions. DBS service can be received virtually anywhere in Canada through the installation of a small rooftop or side-mounted antenna.
- *Grey and Black Market Providers.* Providers of television signals continue to face competition from the use of access codes and equipment that enable the unauthorized decoding of encrypted satellite signals, from unauthorized access to Videotron's television signals (black market) and from the reception of foreign signals through subscriptions to foreign satellite television providers that are not lawful distributors in Canada (grey market). Providers of Internet services also face competition from unauthorized Wi-Fi service resellers within multi-unit residential buildings.
- *Internet-based communication service providers.* The increase in the number of communication options available using an Internet connection, including VoIP telephony, video conferencing, instant messaging, social networking services and email, has intensified the competitive environment in which Videotron operates its wireline telephony service.

Regulation

Ownership and Control of Canadian Broadcast Undertakings

The Canadian Government has directed the CRTC not to issue, amend or renew a broadcasting license to an applicant that is a non-Canadian. Canadian, a defined term in the Direction to the CRTC (Ineligibility of Non-Canadians) (the "**Direction to the CRTC**"), means, among other things, a citizen or a permanent resident of Canada or a qualified corporation. A qualified corporation is one incorporated or continued in Canada, of which the chief executive officer and not less than 80% of the directors are Canadian, and not less than 80% of the issued and outstanding voting shares and not less than 80% of the votes are beneficially owned and controlled, directly or indirectly, by Canadians. In addition to the above requirements, Canadians must beneficially own and control, directly or indirectly, not less than 66.6% of the issued and outstanding voting shares and not less than 66.6% of the votes of the parent corporation that controls the subsidiary, and neither the parent corporation nor its directors may exercise control or influence over any programming decisions of the subsidiary if Canadians beneficially own and control less than 80% of the issued and outstanding shares and votes of the parent corporation, if the chief executive officer of the parent corporation is a non-Canadian or if less than 80% of the parent corporation's directors are Canadian. There are no specific restrictions on the number of non-voting shares which may be owned by non-Canadians. Finally, an applicant seeking to acquire, amend or renew a broadcasting license must not otherwise be controlled in fact by non-Canadians, a question of fact which may be determined by the CRTC in its discretion. Control is defined broadly to mean control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, agreement or arrangement, the ownership of a corporation or otherwise. Videotron is a qualified Canadian corporation.

Regulations made under the Broadcasting Act require the prior approval of the CRTC for any transaction that directly or indirectly results in a change in effective control of the licensee of a BDU or a television programming undertaking (such as a conventional television station, network or pay or specialty undertaking service), or the acquisition of a voting interest above certain specified thresholds.

Diversity of Voices

The CRTC's Broadcasting Public Notice CRTC 2008-4, entitled "Diversity of Voices" sets forth the CRTC's policies with respect to cross-media ownership; the common ownership of television services, including pay and specialty services; the common ownership of BDUs; and the common ownership of over-the-air television and radio undertakings. Pursuant to these policies, the CRTC generally permits ownership by one person of no more than one conventional television station in one language in a given market. The CRTC, as a general rule, will not approve applications for a change in the effective control of broadcasting undertakings that would result in the ownership or control, by one person, of a local radio station, a local television station and a local newspaper serving the same market. The CRTC, as a general rule, will not approve applications for a change in effective control that would result in the control, by one person, of a dominant position in the delivery of television services to Canadians that would impact the diversity of programming available to television audiences. In terms of BDUs, the CRTC, as a general rule, will not approve applications for a change in the effective control of BDUs in a market that would result in one person being in a position to effectively control the delivery of programming services in that market. The CRTC is not prepared to allow one person to control all BDUs in any given market.

Jurisdiction Over Canadian Broadcast Undertakings

Videotron's cable distribution undertakings are subject to the Broadcasting Act and regulations made under the Broadcasting Act that empower the CRTC, subject to directions from the Governor in Council, to regulate and supervise all aspects of the Canadian broadcasting system in order to implement the policy set out in the Broadcasting Act. Certain of Videotron's undertakings are also subject to the Radiocommunication Act, which empowers ISED Canada to establish and administer the technical standards that networks and transmitters must comply with, namely, maintaining the technical quality of signals.

The CRTC has, among other things, the power under the Broadcasting Act and regulations promulgated thereunder to issue, subject to appropriate conditions, amend, renew, suspend and revoke broadcasting licenses, approve certain changes in corporate ownership and control, and establish and oversee compliance with regulations and policies concerning broadcasting, including various programming and distribution requirements, subject to certain directions from the federal cabinet.

Broadcasting and Telecommunications Legislative Review

In June 2018, the Canadian Government asked the Broadcasting and Telecommunications Legislative Review Panel (the "**Review Panel**") to present recommendations on legislative changes that may be needed to maximize the benefits the digital age brings to citizens, creators, cultural stakeholders, the communications industry and the Canadian economy. Following the release of the Review Panel final report on January 29, 2020, the Government of Canada put forward Bill C-10, *An Act to amend the Broadcasting Act and to make related and consequential amendments to other Acts*, which was mainly designed to regulate online broadcasting services. Though Bill C-10 was passed by the House of Commons in June 2021, it was terminated in the Senate upon the dissolution of Parliament in August 2021. On February 2, 2022, the Government of Canada introduced Bill C-11 which proposed to amend the Broadcasting Act in order to include foreign OTT content providers in Canada's regulatory framework. Bill C-11 was passed by Parliament and received Royal assent on April 27, 2023.

Following the adoption of Bill C-11 and the coming into force of the amended Broadcasting Act, the CRTC launched a process to modernize the regulatory framework.

On September 29, 2023, the CRTC released its first two decisions arising from the consultations. In Broadcasting Regulatory Policy CRTC 2023-329 and Broadcasting Order CRTC 2023-330, the CRTC establishes a registration obligation for online undertakings and defines which classes of such undertakings are exempt from registration. In Broadcasting Regulatory Policy CRTC 2023-331 and Broadcasting Order CRTC 2023-332, it sets out conditions of service and related exemption for certain classes of online undertakings. As a result of these decisions, River TV is subject to the registration obligation and the conditions of services.

On June 4, 2024, in Broadcasting Regulatory Policy CRTC 2024-121, the CRTC mandated that online undertakings unaffiliated with traditional Canadian broadcasting undertakings contribute 5% of their Canadian revenues to support the domestic broadcasting system. This policy was challenged in front of the Federal Appeal Court by several online platforms, including Amazon, Apple and Netflix (through the Motion Picture Association). In late 2024, the Court granted a stay, suspending the required contributions until a final decision is rendered, which is still pending.

On January 9, 2025, as part of its continued modernization of the regulatory framework, the CRTC launched a consultation on market dynamics between small, medium and large programming, distribution and online services. Its stated objective is to analyze the regulatory tools available such as the Wholesale Code, carriage and access rules, mandatory distribution services, dispute resolution processes, standstill rule, and undue preference complaints, and to establish a fair and competitive marketplace as well as a sustainable model for the delivery and discoverability of diverse Canadian and Indigenous content. The consultation included a public hearing held from June 18th to July 4th, 2025.

On November 18, 2025, the CRTC issued Broadcasting Regulatory Policy CRTC 2025-299 in which it updated the definition of a Canadian program. It expanded the definition in a way that could potentially include more foreign productions filmed in Canada, if they are coproduced with Canadian entities that retain some of the intellectual propriety rights in order to qualify as Canadian content.

Broadcasting License Fees

Prior to the adoption of Bill C-11 on April 27, 2023, programming and BDU licensees were subject to two separate annual license fees payable to the CRTC (the Part I and the Part II license fees). With the amended Broadcasting Act, the Canadian Government abolished the obligation to pay the Part II license fees that were imposed on all television undertakings and distribution undertakings with licensed activity exceeding specific thresholds.

Therefore, only one annual license fee, the Part I license fee, remains payable to the CRTC under the amended Broadcasting Act and such fee aims to enable the CRTC to recover its cost of regulating the broadcasting industry. The amended Broadcasting Act also broadens the pool of potential fee payers from licensed broadcasting undertakings to all broadcasting undertakings, including online undertakings. On March 21, 2024, the CRTC issued Broadcasting Regulatory Policy CRTC 2024-65 regarding the new broadcasting fees regulations that will come into force on April 1, 2024. The new broadcasting fees regulations require that traditional broadcasters and online streaming services pay fees on an annual basis. The fees are calculated and based on the broadcasting revenues fee payers make in Canada and generally relate to broadcasting activities that are expected to generate a significant level of regulatory activity. These regulations should minimize the regulatory burden on the Canadian broadcasting system. The new broadcasting fees regulations allow traditional broadcasters and online streaming services to continue to benefit from exemption thresholds: large broadcasting ownership groups do not pay fees on the first \$25 million in revenue and individual broadcasters do not pay fees on the first \$2 million in revenue. Under the new broadcasting fees regulations, traditional broadcasters should pay a lower percentage of total fees.

Canadian Broadcasting Distribution (Television)

Licensing of Canadian Broadcasting Distribution Undertakings

A cable distribution undertaking, such as Videotron, distributes broadcasting services to customers predominantly over closed transmission paths. A license to operate a cable distribution undertaking gives the cable television operator the right to distribute television programming services in its licensed service area. Broadcasting licenses are usually renewed, except in particular circumstances or in cases of a serious breach of the conditions attached to the license or the regulations of the CRTC. The CRTC is required to hold a public hearing in connection with the issuance, suspension or revocation of a license.

Videotron operates more than 800 cable systems across Canada pursuant either to the issuance of a license or of an order that exempts certain network operations from the obligation to hold a license. Cable systems serving 20,000 subscribers or fewer and operating their own local headend are exempt from the obligation to hold a license pursuant to the latest exemption order issued by the CRTC on August 31st, 2017 (Broadcasting Order CRTC 2017-320). These cable systems are required to comply with the specific programming carriage requirements set out in the exemption order and comply with the Canadian ownership and control requirements set out in the Direction to the CRTC. Videotron currently holds 12 cable distribution licenses which were renewed on August 2, 2018 in Broadcasting Decision CRTC 2018-269, for the period of September 1, 2018 to August 31, 2024 and further administratively renewed on August 8, 2023 in Broadcasting decision CRTC 2023-245, for the period of September 1, 2024 to August 31, 2026.

On December 11, 2024, the CRTC approved the liquidation of VMedia and the transfer of its licenses (under the same conditions and duration) and exempted systems to Freedom. VMedia was liquidated into Freedom on January 1st, 2025. On November 20, 2025, the CRTC approved the liquidation of Freedom and the transfer of its licenses (under the same conditions and duration) and exempted systems to Videotron. Freedom was liquidated on December 31st, 2025.

In order to conduct its business, Videotron must maintain its broadcasting distribution undertaking licenses in good standing. Failure to meet the terms of its licenses may result in their short-term renewal, suspension, revocation or non-renewal. Videotron has never failed to obtain a license renewal for any cable system.

Distribution of Canadian Content

The Broadcasting Distribution Regulations issued by the CRTC pursuant to the Broadcasting Act mandate the types of Canadian and non-Canadian programming services that may be distributed by BDUs, including cable television systems. For example, local television stations are subject to “must carry” rules which require terrestrial distributors, such as cable operators, to carry these signals and, in some instances, those of regional television stations as part of their basic service. The guaranteed carriage enjoyed by local television broadcasters under the “must carry” rules is designed to ensure that the signals of local broadcasters reach cable households. Furthermore, cable operators and Direct-to-Home (“DTH”) operators must offer their customers more Canadian programming than non-Canadian programming services. In summary, each cable television system is required to distribute all of the Canadian programming services that the CRTC has determined to be appropriate for the market it serves, which includes local Canadian stations, services designated by the CRTC under section 9.1(1)h) of the Broadcasting Act for mandatory distribution on the basic service, educational services and, if offered, the community channel, and the provincial legislature.

Broadcasting Distribution Regulations

The Broadcasting Distribution Regulations promote competition among BDUs and the development of new technologies for the distribution of such services while ensuring that quality Canadian programs are broadcast. The Broadcasting Distribution Regulations include other important rules such as:

- *Competition and Carriage Rules.* The Broadcasting Distribution Regulations provide equitable opportunities for all distributors of broadcasting services and prohibit a distributor from giving an undue preference to any person, including itself, or subjecting any person to an undue disadvantage. This gives the CRTC the ability to address complaints of anti-competitive behavior on the part of certain distributors. Signal carriage and substitution requirements are imposed on all cable television systems.
- *Contribution to Local Expression, Canadian Programming and Community Television.* All distributors, except systems with fewer than 2,000 customers, are required to contribute at least 5% of their gross annual broadcast revenues to the creation and presentation of Canadian programming, including community programming.
- *Inside Wiring Rules.* The CRTC determined that the inside wiring portion of cable networks creates a bottleneck facility that could affect competition if open access is not provided to other distributors. Incumbent Carriers may retain the ownership of the inside wiring, but must allow usage by competitive undertakings to which the cable company may charge a just and reasonable fee for the use of the inside wire. Moreover, the CRTC found that it was appropriate to amend the Broadcasting Distribution Regulations to permit access by subscribers and competing BDUs to inside wire in commercial and institutional properties. Therefore, the CRTC directed all licensees to negotiate appropriate terms and conditions, including a just and reasonable rate, for the use by competitors of the inside wire such licensees own in commercial and institutional properties.

Rates

Videotron’s revenue related to television is derived mainly from (a) monthly subscription fees for basic cable service; (b) fees for premium services such as specialty services, pay-television, pay-per-view television and VOD; and (c) installation and additional outlets charges.

In accordance with Broadcasting Regulatory Policy CRTC 2015-96, effective as of March 1, 2016, the CRTC regulates the fees charged by cable or non-cable BDUs for basic services. The price of the entry-level basic service offerings will be limited to \$25 or less per month.

Vertical Integration

In September 2011, the CRTC released Broadcasting Regulatory Policy CRTC 2011-601 setting out its decisions on the regulatory framework for vertical integration. Vertical integration refers to the ownership or control by one entity of both programming services, such as conventional television stations or pay and specialty services, as well as distribution services, such as cable systems or DTH satellite services. The CRTC prohibits companies from offering television programs on an exclusive basis to their mobile or Internet subscribers in a manner that they are dependent on the subscription to a specific mobile or retail Internet access service; requires that any program broadcast on television, including hockey games and other live events, must be made available to competitors under fair and reasonable terms; allows companies to offer exclusive programming to their Internet or mobile customers provided that it is produced specifically for an Internet portal or a mobile device; and adopts a code of conduct to prevent anti-competitive behavior and ensure all distributors, broadcasters and online programming services negotiate in good faith. In Broadcasting Regulatory Policy CRTC 2015-438, the code of conduct was replaced by the Wholesale Code.

Hybrid VOD License

In Broadcasting Regulatory Policy CRTC 2015-86 issued on March 12, 2015, the CRTC considered appropriate to authorize a third category of VOD services based on a hybrid regulatory approach. In Broadcasting Order CRTC 2015-356, the CRTC has authorized these hybrid services to operate with the same flexibility as those services operating under the Digital Media Exemption Order (“DMEO”), provided that the services are delivered and accessed over the Internet without authentication to a BDU or mobile subscription. illico+ qualifies as a hybrid VOD service. In Broadcasting Regulatory Policy CRTC 2023-331 issued on September 29, 2023, the CRTC repealed the DMEO and replaced it by conditions of service for carrying on certain online undertakings, and decided that the regulatory framework in which hybrid VOD services operate will remain unchanged for the moment.

The hybrid VOD services continue to benefit from the following incentives:

- the ability to offer exclusive programming in the same manner as online undertakings; and
- the ability to offer their service on a closed BDU network in the same manner as traditional VOD services without the regulatory requirements relating to financial contributions to and shelf space for Canadian programming that would normally be imposed on those traditional VOD services.

Online Undertakings

In Broadcasting Regulatory Policy CRTC 2023-331 and Broadcasting Order CRTC 2023-332, the CRTC has repealed the exemption order for digital media broadcasting undertakings (Broadcasting Order 2012-409) and it sets out the conditions of service that apply to online undertakings relating to information gathering, undue preference and undue disadvantage, making content available over the Internet, the filing of financial information and the anti-competitive head start rule, and dispute resolution.

The CRTC implemented the following:

- An obligation to provide information to the CRTC related, in particular, to its online activities in Canada, its programming, its financial information, the compliance with the terms of service or any applicable regulations or standards.
- A provision precluding the online undertaking from providing undue preference to any person, including itself, or subjecting any person to an undue disadvantage.
- An obligation to offer to all Canadians over the Internet all its programming that is made available in Canada, in a way that is not dependent on a subscription to a specific mobile service or retail Internet access service.
- An obligation to file fee returns that can be used to calculate the fees that fund the CRTC’s operations (Part I fee).

In regard to the dispute resolution mechanism, the CRTC has removed the anti-competitive head start rule and the standstill rule in the case of a dispute. Rather, the CRTC intends to explore questions related to anti-competitive behaviors and alternative options to the standstill rule in future proceedings.

Copyright Royalties Payment Obligations

Videotron has the obligation to pay copyright royalties set by tariffs of the Copyright Board of Canada (the “**Copyright Board**”). The Copyright Board establishes the royalties to be paid for the use of certain copyright tariff royalties that Canadian broadcasting undertakings, including cable, television and specialty services, pay to copyright societies (being the organization that administers the rights of several copyright owners). Tariffs certified by the Copyright Board are generally applicable until a public process is held and a decision of the Copyright Board is rendered for a renewed tariff. Renewed tariffs are often applicable retroactively.

The *Copyright Act* (Canada) (the “**Copyright Act**”) provides for the payment of various royalties, including in respect of the communication to the public of musical works (either through traditional cable services or over the Internet), the retransmission of distant television and radio signals. Distant signal is defined for that purpose in regulations adopted under the authority of the Copyright Act.

The Government of Canada may from time to time make amendments to the Copyright Act to implement Canada’s international treaty obligations and for other purposes. Any such amendments could result in Videotron’s broadcasting undertakings being required to pay additional tariff royalties.

ISP Liability

In 1996, the Society of Composers, Authors and Music Publishers of Canada (“**SOCAN**”) proposed a tariff to be applied against ISPs, in respect of composers’/publishers’ rights in musical works communicated over the Internet to ISPs’ customers. SOCAN’s proposed tariff was challenged by a number of industry groups and companies. In 1999, the Copyright Board decided that ISPs should not be liable for the communication of musical works by their customers, although they might be liable if they themselves operated a musical website. In June 2004, the Supreme Court of Canada (“**SCC**”) upheld this portion of the decision of the Copyright Board and determined that ISPs do not incur liability for copyright content when they engage in normal intermediary activities, including web hosting for third parties and caching. Consequently, ISPs may, however, be found liable if their conduct leads to the inference that they have authorized a copyright violation. At the end of 2012, amendments to the Copyright Act clarified ISPs’ liability with respect to acts other than communication to the public by telecommunication, such as reproductions, implements “safe harbours” for the benefit of ISPs, and further put in place a “notice and notice” process to be followed by ISPs, meaning that copyright infringement notices must now be sent to the Internet end-users by ISPs.

Canadian Telecommunications Services

Jurisdiction

The provision of telecommunications services in Canada is regulated by the CRTC pursuant to the Telecommunications Act. The Telecommunications Act provides for the regulation of facilities-based telecommunications common carriers under federal jurisdiction. With certain exceptions, companies that own or operate transmission facilities in Canada that are used to offer telecommunications services to the public for compensation are deemed “telecommunications common carriers” under the Telecommunications Act administered by the CRTC and are subject to regulation. Cable operators offering telecommunications services are deemed “Broadcast Carriers.”

In the Canadian telecommunications market, Videotron operates as a CLEC, a reseller of telecommunication and High-Speed retail Internet services and a Broadcast Carrier. Videotron also operates its own 4G, LTE-A and 5G mobile wireless networks and offers services over these networks as a Wireless Service Provider (“**WSP**”).

The issuance of licenses for the use of radiofrequency spectrum in Canada is administered by ISED Canada under the Radiocommunication Act. Use of spectrum is governed by conditions of license which address such matters as license term, transferability and divisibility, technical compliance, lawful interception, research and development requirements, and requirements related to antenna site sharing and mandatory roaming.

Spectrum Holdings and License Conditions

The Corporation holds spectrum licenses in various frequency bands. All these licenses have a term of 20 years. At the end of this term, the Corporation expects new licenses to be issued for a subsequent term as part of the renewal process, unless a breach of license condition has occurred (such as non-compliance with deployment requirements or R&D investment requirement of 2 % of its adjusted gross revenues), a fundamental reallocation of spectrum to a new service is required, or an overriding policy need arises. The process for awarding licenses after this term and all matters relating to renewal, including the terms and conditions of the new licenses, will be determined by ISED Canada following a public consultation.

The Corporation currently holds licenses in the following frequency bands:

- Licenses in the 700 MHz band, which are set to expire in April 2034.
- Licenses in the AWS-3 band, which are set to expire in April 2035.
- Licenses in the 2500 MHz band, which are set to expire in March 2035, June 2035 and June 2038.
- Licenses in the AWS-1 band, which are set to expire in December 2038, February 2039, March 2039 and September 2039.
- Licenses in the 600 MHz band, which are set to expire in May 2039.
- Licenses in the 3500 MHz band, which are set to expire in December 2041.
- Licenses in the 3800 MHz band, which are set to expire May 2044.

In March 2025, ISED Canada published a new framework for the imposition of annual fees on spectrum licenses used for mobile services in bands below 10 GHz. The only frequency band for which Videotron will be impacted in the short or medium term is the AWS-1 band, whose licenses were auctioned in 2008 for an initial term of 10 years. The first license fees will be due in 2026. Licenses in this band were renewed in 2018 for a 20-year term, but, at that time, ISED Canada has not made a decision on the applicable annual fees for this band. The new framework fills this gap. For the other frequency bands in which Videotron holds mobile spectrum (600 MHz, 700 MHz, AWS-3, 2500 MHz, 3500 MHz and 3800 MHz), the impact will be felt gradually upon the expiry of the initial term of the licenses purchased at the auctions held since 2014, therefore, from 2034 to 2044 (insofar as these bands become effectively subject to the new framework, which will be the subject of future consultations).

Application of Canadian Telecommunications Regulation

In a series of decisions, the CRTC has determined that the carriage of “non-programming” services by a cable company results in that company being regulated as a carrier under the Telecommunications Act. This applies to a company serving its own customers or allowing a third party to use its distribution network to provide non-programming services to customers, such as providing access to cable Internet services.

In addition, the CRTC regulates the provision of telephony services in Canada.

Elements of the CRTC’s local telecommunications regulatory framework to which Videotron is subject include: interconnection standards and inter-carrier compensation arrangements; the mandatory provision of equal access (*i.e.* customer choice of long distance provider); standards for the provision of 911 service, message relay service and certain privacy features; the obligation to put in place mechanisms to protect Canadians against nuisance calls; and the obligation not to prevent other local exchange carriers (“LECs”) from accessing end-users on a timely basis under reasonable terms and conditions in multi-dwelling units where Videotron provides service.

As a CLEC, Videotron is not subject to retail price regulations. ILECs remain subject to retail price regulations in those geographic areas where facilities-based competition is insufficient to protect the interests of consumers. Videotron’s ILEC competitors have requested and been granted forbearance from regulation of local exchange services in the vast majority of residential markets in which Videotron competes, as well as in a large number of business markets, including all of the largest metropolitan markets in the Province of Québec.

In a decision issued on December 21, 2016, the CRTC established a new universal service objective under which all Canadians, in urban areas as well as rural and remote areas, are to have access to voice services and broadband Internet access services, on both fixed and mobile wireless networks. Pursuant to this decision, the CRTC phased out the revenue-based contribution regime that previously subsidized local telephone service and replaced it with a new regime that now subsidizes broadband Internet access services in underserved areas. The new regime began on January 1, 2020, with an expansion of the contribution base to include retail Internet revenues for the first time. In 2020, \$100 million was collected for broadband Internet projects, gradually increasing to \$150 million in 2022, totaling \$825 million over six years. The distribution of the collected funds to eligible broadband Internet projects is managed through a series of calls for applications. Announcements of successful applications began in 2020 and, by November 2025, the CRTC committed more than \$752 million to connect 53,000 households, improve cellphone service over 650 kilometers of major roads, and build over 6,000 kilometers of fiber to communities. Consequently, Videotron has been incurring increased revenue-based contribution payments since 2020. Moreover, the CRTC is currently reviewing its fund through a Telecom Notice of Consultation, launched in March 2023, and will likely issue a decision which will include a new maximum annual amount of funding.

In parallel with the CRTC's initiative, the federal government has also announced a series of initiatives intended to subsidize or otherwise facilitate the provision of broadband Internet access services in underserved areas. Most notable is the creation of a \$1.75 billion Universal Broadband Fund ("UBF"). The Government of Québec also subsidizes the provision of broadband Internet access services in underserved areas through the *Régions branchées* program. On May 25, 2020, the Government of Québec announced that Videotron would be a recipient of funding under this program. On March 22, 2021, Videotron and the Government of Québec, jointly with the federal government through the UBF, signed agreements to support the achievement of the government's targets for the roll-out of high-speed Internet services in remote regions. Under these agreements, Videotron has extended its high-speed Internet network to connect more than 37,000 additional households as the governments have committed to provide financial assistance in the amount of approximately \$258 million, which has been fully invested in Videotron's network extension. Videotron had announced the imminent completion of its extension in September 2023.

Right to Access to Telecommunications and Support Structures

The CRTC has concluded that some provisions of the Telecommunications Act may be characterized as encouraging joint use of existing support structures of telephone utilities to facilitate efficient deployment of cable distribution undertakings by Canadian carriers. Videotron accesses these support structures in exchange for a tariff that is regulated by the CRTC. If it were not possible to agree on the use or conditions of access with a support structure owner, Videotron could apply to the CRTC for a right of access to a supporting structure of a telephone utility. The SCC, however, held on May 16, 2003, that the CRTC does not have jurisdiction under the Telecommunications Act to establish the terms and conditions of access to the support structures of hydroelectricity utilities. Terms of access to the support structures of hydroelectricity utilities must therefore be negotiated with those utilities.

Videotron has entered into comprehensive support structure access agreements with all of the major hydroelectric companies and all of the major telecommunications companies in its service territory. Difficulties have nevertheless been encountered in securing timely, efficient and cost-effective access to the support structures of Bell. As a result, on June 16, 2020, Videotron filed an application with the CRTC requesting it to take action to eliminate Bell's anticompetitive practices. On April 16, 2021, the CRTC granted Videotron's application in part, directing Bell to complete, at its own cost, the make-ready work required under certain Videotron applications for access permits as well as issue such permits after this make-ready work was completed. Also, on October 30, 2020, in response to concerns raised by numerous parties including Videotron, the CRTC initiated its own broader consultation regarding potential regulatory measures to make access to poles by Canadian carriers more efficient. As a result of this consultation, the CRTC published a decision on February 15, 2023, which introduced a series of said measures.

On October 17, 2023, Bell submitted an application to the CRTC seeking approval to more than double its pole attachment rate in Ontario and Québec, from \$12.48 to \$25.08 annually – an increase of over 100%. Videotron, along with other cable carriers, opposed the granting of Bell's application and challenged Bell's justifications for such a substantial increase. On March 11, 2025, the CRTC made Bell's current rate of \$12.48 applicable on an interim basis. On October 17, 2025, the CRTC approved on a final basis a pole attachment rate of \$15.84 annually, an increase of 27%. The new rate is effective retroactively to March 11, 2025.

Right to Access to Municipal Rights-of-Way

Pursuant to sections 42, 43 and 44 of the Telecommunications Act, the CRTC possesses certain construction and expropriation powers related to the installation, operation and maintenance of telecommunication facilities. In the past, most notably in Telecom Decision CRTC 2001-23, the CRTC has used these powers to grant Canadian carriers access to municipal rights-of-way under terms and conditions set out in a municipal access agreement.

Right to access to in-building wire in multi-dwelling units (“MDUs”)

On June 30, 2003, the CRTC published a decision in which it set out the “MDU access condition,” which states that the provision of telecommunications service by a LEC in an MDU is subject to the condition that all LECs wishing to serve end-users in that MDU are able to access those end-users on a timely basis, by means of resale, leased facilities, or their own facilities, at their choice, under reasonable terms and conditions.

On June 21, 2019, the CRTC published a decision in which it expressed the preliminary views that (i) the MDU access condition and associated obligations should be extended to all carrier ISPs, and potentially to all telecommunications service providers (“TSPs”), and (ii) all carrier ISPs, and potentially all TSPs, should have access to LECs’ and other TSPs’ in-building wire (“IBW”) in MDUs on the same basis as registered CLECs and regardless of technology.

On December 16, 2019, the CRTC initiated a proceeding to, among other things, request comments on the preliminary views it expressed in its June 21, 2019 decision. In this proceeding, Videotron argued against the unnecessary duplication of fiber IBW, arguing instead that competitive carriers such as Videotron should have a right to access fiber IBW installed by incumbent carriers.

On July 27, 2021, the CRTC published a decision in which it ruled, among other things, that (i) access to fiber IBW is not an essential service and will not be mandated, but rather will be subject to commercial negotiation, (ii) this determination will be incorporated into a “modified MDU access condition”, and (iii) this modified MDU access condition and associated obligations will extend to all carrier ISPs.

On October 25, 2021, a consortium of small ISPs filed an application with the CRTC to review and vary its July 27, 2021, decision by requiring mandated access to fiber IBW. Videotron filed comments in support of this application. In March 2023, the CRTC denied the application finding that the consortium has not demonstrated that there was substantial doubt as to the correctness of the original decision.

Regulatory Framework for Internet Services

In Canada, access to the Internet is a telecommunications service and is regulated under the Telecommunications Act. On July 9, 1998, the CRTC released a decision forbearing from the exercise of most of its powers under the Telecommunications Act as they relate to retail level Internet services. However, the CRTC did maintain its ability to require conditions governing customer confidential information and to place other general conditions on the provision of Internet service. In addition, the CRTC undertook the approval of the rates and terms on which incumbent cable and telephone companies provide access to their telecommunications facilities with respect to competitive providers of retail level Internet services.

The largest cable operators in Canada, including Videotron, have been required by the CRTC to provide TPIA to ISPs with access to their cable systems at mandated cost-based rates. At the same time Videotron offers any new retail Internet service speed, Videotron is required to file proposed revisions to its TPIA tariff to include this new speed offering. TPIA tariff items have been filed and approved for all Videotron’s Internet service speeds. Numerous third-party ISPs are interconnected to Videotron’s cable network and are thereby providing retail Internet access services.

The CRTC also requires the large cable carriers, such as Videotron, to allow third-party ISPs to provide telephony, networking and broadcast distribution services by way of Videotron’s TPIA service.

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In a series of decisions since 2015, the CRTC has emphasized the importance it accords to mandated wholesale access service arrangements as a driver of competition in the retail Internet access market. Most significantly, the CRTC ordered all major telephone and cable companies, including Videotron, to provide disaggregated wholesale access services, which were to replace existing aggregated wholesale access services after a transition period. These disaggregated services involve third-party ISPs provisioning their own regional transport services. They also include mandated access to Internet services provided over fiber-access facilities, including the FTTP access facilities of the large incumbent telephone companies. Rates for these new disaggregated TPIA services were approved on an interim basis on August 29, 2017. The process for final approval of these rates was suspended while the CRTC completed a review of the network configuration for disaggregated wholesale access services. This review, which was initiated on June 11, 2020, aimed to facilitate deployment of disaggregated services.

On March 8, 2023, the CRTC finally published a decision where it decided that the disaggregated wholesale access service framework has not fulfilled its mandate and requires reconsideration. The CRTC determined that the network configuration for disaggregated wholesale access services will remain in Ontario and Québec pursuant to existing tariffs and architecture. The disaggregated model will not be introduced in other markets at this time.

In parallel, the CRTC has developed the aggregated model and different tariffs. Following a series of decisions and appeals, the CRTC issued on May 27, 2021 a decision determining final aggregated wholesale Internet tariff rates.

From May 28, 2021 to August 25, 2021, several wholesale TPIA providers petitioned the Governor in Council to, among other things, implement lower rates. In response to the petition made to the Governor in Council, the federal government proposed on May 26, 2022, new instructions to the CRTC on the interpretation of the Canadian Telecommunications Policy under the Telecommunications Act.

Following the approval of the new instructions to the CRTC on February 13, 2023, the CRTC launched on March 8, 2023, a notice of consultation to review the wholesale access service framework. Given the changing market conditions, the CRTC will review several points including its preliminary views that (i) the provision of aggregated wholesale access services should continue to be mandated; (ii) access to FTTP facilities should be provided over these services; and (iii) the provision of FTTP facilities over aggregated wholesale access services should be mandated on a temporary and expedited basis, until the CRTC reaches a decision as to whether such access is to be provided indefinitely. The CRTC also imposed an immediate interim reduction of 10% to the monthly capacity charge and declared that existing aggregated tariffs should now be interim. Videotron proposed new FTTP tariffs on April 24, 2023 and new aggregated wholesale access services tariffs on June 22, 2023.

On November 6, 2023, the CRTC issued the Temporary Decision directing Bell and TELUS to provide workable wholesale access to their FTTP networks in Ontario and Québec within six months.

On August 13, 2024, the CRTC published the Final Decision, where it directs all ILECs to give access to their FTTP on an aggregate basis on all their territories across Canada by February 13, 2025. Only FTTP locations deployed before August 13, 2024, will be accessible. FTTP locations deployed after this date will benefit from a five-year exemption. Of note, all incumbents (including Videotron) are prohibited from using wholesale Internet access services within their own traditional serving territory.

On October 24, 2024, the CRTC set interim rates for FTTP services outside Ontario and Québec and updated certain interim rates for Ontario and Québec that were published in the Temporary Decision. The CRTC also expressed its willingness to move quickly to set the terms, conditions and final rates for aggregated wholesale FTTP services. The Corporation had anticipated a final decision by the end of 2025 but currently expects the decision to be issued in 2026.

On November 6, 2024, the Governor in Council expressed the opinion that the Largest Incumbents are of a disproportionate size relative to other ISPs and that it has concerns about the viability of small and regional ISPs. Thus, the Governor in Council directed the CRTC to reconsider whether the Largest Incumbents should be prohibited from using aggregated FTTP services in Ontario and Québec further to tariffs approved by the CRTC.

On November 8, 2024, several applications were submitted to the CRTC to review and vary the Final Decision so that the Largest Incumbents should be prohibited from using aggregated FTTP services across Canada, and that this prohibition should also apply to HFC access.

On November 21, 2024, the CRTC launched the Notice and asked whether changing the Temporary Decision would advance the public interest. The Notice recognized that the temporary services have been replaced by the Final Decision. The CRTC also consolidated all applications directed to review and vary the Final Decision into this process.

On February 3, 2025, the CRTC issued Telecom Decision 2025-39, concluding that the evidence on the public record demonstrates that the benefits to consumers from the Largest Incumbents' access to temporary services outweighed any impact this access may have had on investments during the short period in which the Temporary Decision was in effect. Therefore, the CRTC determined that the public interest would not be served by amending the Temporary Decision.

On June 20, 2025, in Decision 2025-154, the CRTC ultimately denied the reviews of the Final Decision, filed on December 11, 2024 by Cogeco, Eastlink, Rogers and TekSavvy, seeking to prohibit the Largest Incumbents from using FTTP services, despite the Government Order highlighting that the Largest Incumbents are disproportionately large compared to other industry providers. The Government has also decided not to overturn the Final Decision. There are therefore still two active files: one before the Government concerning the appeal of Decision 2025 154, which was filed jointly by Cogeco, Eastlink and SaskTel, and another appeal before the Federal Court of Appeal concerning the same decision filed by Cogeco and Eastlink.

On June 27, 2025, the CRTC reactivated two complaints filed in late 2024 and early 2025 by TPIA providers (Bravo Telecom and Transat Telecom) regarding Bell's anti-competitive conduct. Both applications asked the CRTC to cease refraining from regulating retail Internet service prices in Quebec and Ontario. The files are still pending.

Consumer Protection

Since 1998, the CRTC has exercised its power to place general conditions on the provision of Internet services, for example, to establish a framework governing the traffic management practices that may be employed by an ISP. On July 31, 2019, the CRTC published the mandatory code of conduct for large facilities-based providers of retail Internet services in the residential market (the "**Internet Code**"). The Internet Code, which took effect on January 31, 2020, includes measures related to such matters as contract clarity, changes to contracts and related documents, bill management and contract cancellation, and extension.

On June 15, 2017, the CRTC published a series of revisions to the Wireless Code, including, among other things, new rules ensuring customers will be provided with unlocked devices, giving families more control over data overages, setting minimum usage limits for the trial period and clarifying that data is a key contract term that cannot be changed during the commitment period without the customer's consent. In addition, on March 4, 2021, the CRTC published a decision affirming that device financing plans fall under the scope of the Wireless Code, given the inextricable link between such plans and wireless service plans. As a result, the CRTC determined that such plans with terms longer than 24 months are not compliant with the Wireless Code. Finally, in October 2022, in Decision CRTC 2022-294, the CRTC clarified an element of the Wireless Code with respect to the calculation of termination fees. Specifically, the CRTC clarified the definition of the term manufacturer's suggested retail price ("**MSRP**") provided in Telecom Regulatory Policy 2013-271 stating that, for the purpose of Section G of the Wireless Code, the list price of a mobile wireless device as published by the original equipment manufacturer (the "**OEM**") on the OEM's Canadian website at the time of entering into a contract is deemed to be the MSRP. Thus, if a wireless provider sells a device with an inflated price in order to grant greater discounts to its customers, in return, it can no longer calculate the amount of the cancellation fees based on this inflated price but must instead do it based on the MSRP.

As part of Bill C-69, assented on June 20th, 2024, the government amended the Telecommunications Act to introduce new requirements for telecommunications service providers, namely: (i) providing customers with a self-service mechanism, (ii) sending subscribers a notice, prior to the end of the contract, informing them that their contract is about to expire, and (iii) prohibiting telecommunications service providers from charging fees for modifying or activating a plan. In all cases, the Bill refers to the CRTC for the definition and modus operandi of the application of these provisions. In November 2024, the CRTC launched consultations on the three provisions of the Act. Stakeholders expressed their views at the beginning of 2025, and we are now awaiting a CRTC decision to determine the policies that will apply.

Also, in 2024, Bill C-288 was adopted and enacted. This Bill amended the Telecommunications Act to require providers to disclose detailed information about their Internet offers, helping consumers make informed choices. Once again, the government mandated the CRTC to implement this new provision of the Act. Accordingly, on December 4, 2024, the CRTC issued a notice of hearing on the matter, which was held in June 2025. Following the participation of several stakeholders, including the Corporation, the file is now closed, pending a policy decision from the Commission.

On September 4th, 2025, the CRTC launched two consultations on network resiliency. The first concerns the possibility for the commission to impose additional measures to protect consumers in the event of outages, while the second concerned the possibility for the commission to impose a regulatory framework on telecommunications service providers to strengthen the resilience of their networks. The notices are now closed, pending further action from the commission.

Regulatory Framework for Mobile Wireless Services

The CRTC also regulates mobile wireless services under the Telecommunications Act. On August 12, 1994, the CRTC released a decision forbearing from the exercise of most of its powers under the Telecommunications Act as they relate to mobile wireless service. However, the CRTC did maintain its ability to require conditions governing customer confidential information and to place other general conditions on the provision of mobile wireless service. Since 1994, the CRTC has exercised this power, for example, to mandate wireless number portability, and to require all WSPs to upgrade their networks to more precisely determine the location of a person using a mobile phone to call 911.

On December 17, 2014, the Government of Canada's second omnibus budget implementation bill for 2014 ("**Bill C-43**") received Royal Assent. Bill C-43 amends both the Telecommunications Act and the Radiocommunication Act to give the CRTC and ISED Canada the option to impose monetary penalties on companies that violate established rules such as the Wireless Code and those related to the deployment of spectrum, services to rural areas and tower sharing.

Wholesale Roaming

On October 7, 2024, the CRTC issued a decision regarding the review of rates and the rate-setting approach for wholesale roaming services. This decision was prompted by a May 2022 application from regional carriers, including Cogeco, Eastlink, Videotron, and Xplore, who argued that the existing rates were excessively high and outdated. The CRTC acknowledged that the current rates might no longer be just and reasonable, citing trends in retail data revenue and usage. To expedite the establishment of fairer rates, the CRTC mandated a commercial negotiation process supplemented by FOA if parties cannot reach an agreement. This approach aims to introduce lower wholesale roaming rates efficiently, enabling regional carriers to offer more competitive plans and promotions while continuing to invest in their networks. To ensure fairness, the CRTC will annually publish certain rate benchmarks, including the weighted average retail revenue per gigabyte of data in Canada, and encourages regional carriers to negotiate collectively if they choose. Until new rates are negotiated, the existing tariffed rates will remain in effect on an interim basis.

Wholesale Access for MVNOs

On April 15, 2021, the CRTC published its new mobile wireless policy framework. In it, the CRTC ordered the dominant incumbent wireless carriers to provide MVNO access services for a period of seven years to regional wireless carriers in those geographic areas where the regional carriers hold spectrum. MVNO access rates are to be negotiated between the incumbent and regional carriers, with CRTC FOA as a backstop. The CRTC's new mobile wireless policy framework also contains important enhancements to the existing wholesale roaming framework, including an obligation on the part of incumbent carriers to provide seamless handoff and a confirmation that mandatory roaming applies to 5G networks. In addition, the CRTC once again stated that the incumbent wireless carriers are expected to offer and promote certain low-cost and occasional use wireless plans to Canadians. Finally, in response to calls that it takes action to ensure timely access to municipal rights of way and passive infrastructure to facilitate deployment of 5G network equipment, the CRTC decided that no further action is necessary or appropriate at this time, stating that insofar as these issues are within the CRTC's jurisdiction, existing policies and procedures are sufficient to address them.

On May 14, 2021, TELUS filed a motion with the FCA seeking leave to appeal two elements of the CRTC's April 15, 2021 framework: (i) the decision to order the incumbent carriers to provide seamless handoff as part of their wholesale roaming services, and (ii) the decision not to take further action to ensure timely access to municipal rights of way and passive infrastructure. On April 13, 2023, the FCA upheld the CRTC's decision. Of note, the FCA found that CRTC's jurisdiction does not extend to resolving disputes regarding access to municipal and other public infrastructure for the purposes of constructing, operating and maintaining mobile wireless infrastructure. On the other issue, the FCA found that CRTC's decision to mandate the condition of seamless roaming in the provision of wholesale roaming services fell within its power to impose conditions of service and does not conflict with the conditions of spectrum license determined by the Minister of Industry. TELUS subsequently obtained leave to appeal to the SCC and filed its arguments in January 2024 focusing only on the issue of access to municipal infrastructures. On March 4, 2024, the Corporation filed arguments with the SCC in support of TELUS. Pleadings with the SCC took place in December 2024 and the Corporation is awaiting judgment.

On October 19, 2022, the CRTC issued the terms and conditions for Wholesale Access Service for Facilities-Based MVNOs. Although access to the wholesale service for MVNOs is commercially negotiated, these terms and conditions constitute the operating framework of the service for MVNOs and establish rules to be respected both on the side of the national wireless providers which provide such service and on the regional wireless providers which request access to such service. Following the publication of this framework, the CRTC published, on December 9, 2022, a bulletin which establishes the practice and procedure for FOA to determine MVNO access rates. The criteria set out in this bulletin are favorable to regional wireless providers wishing to apply for the MVNO access service. On May 9, 2023, the CRTC issued its amended terms and conditions for the wholesale MVNO access tariffs and directed the national wireless providers to (i) have the MVNO service operational and ready for use no later than 30 days following the date the tariffs are finalized (i.e., June 8, 2023) and (ii) put in place the seamless hand-off functionality within 90 days following the date the tariffs are finalized (i.e., August 7, 2023). The CRTC also concluded that the parties should have signed agreements within 90 days of the date of this order approving the final rates (i.e., August 7, 2023) and that if this deadline was not respected, the Commission would consider using all the tools at its disposal to ensure compliance with its framework.

On July 24, 2023, the CRTC issued its decision with regards to the FOA between the Corporation and Rogers regarding wholesale MVNO access rates. The Commission has selected the Corporation's offer and directed the parties to enter into an MVNO access agreement consistent with the Corporation's offer so that the Corporation can expand competitive mobile wireless services to Canadians as quickly as possible. Following this decision, on August 23, 2023, Rogers filed an appeal in the FCA, contesting CRTC's decision to adopt Quebecor's proposed rate for accessing Rogers' MVNO service. Despite this action, the Corporation has launched its MVNO national offer using Rogers' MVNO service access on October 16, 2023. Rogers obtained leave to appeal to the FCA, but on May 23, 2025, the appeal was dismissed, with costs, from the bench.

On October 10, 2023, the CRTC issued its decision with regards to the FOA between the Corporation and Bell regarding wholesale MVNO access rates. The Commission has selected Bell's offer and directed the parties to enter into an MVNO access agreement consistent with Bell's offer so that the Corporation can expand competitive mobile wireless services to Canadians as quickly as possible. Following this decision, the Corporation launched its MVNO national offer using Bell's MVNO service access on October 11, 2023. Even though the Corporation complied with the steps outlined in Bell's service terms and conditions in order to proceed with its commercial launch, Bell is disputing the commercial launch date of October 11, 2023 and refuses to grant the Corporation access to its MVNO service. The Corporation has filed a complaint with the CRTC to argue that Bell is employing dilatory measures to thwart efforts to achieve fair competition and price reductions in Canada. On August 29, 2024, the CRTC denied the Corporation's complaint and directed both Bell and the Corporation to finalize an MVNO access agreement by September 12, 2024, which would serve as the commercial start date of the service. The agreement was signed on September 12, 2024. However, on November 27, 2024, the Corporation filed a review and vary procedure asking the CRTC to review its August 29, 2024 decision with regard to its commercial launch date with Bell.

Earlier, on April 22, 2024, the CRTC issued its decision with regard to the FOA between the Corporation and TELUS as it pertains to wholesale MVNO access rates. The CRTC selected TELUS' offer and directed the parties to enter into an MVNO access agreement consistent with TELUS' offer so as to allow the Corporation to expand competitive mobile wireless services across Canada swiftly. Following this decision, the Corporation launched its MVNO national offer using TELUS' MVNO service access on April 23, 2024.

On October 9, 2024, the CRTC issued a decision to direct Incumbent Carriers to include IoT and M2M markets, along with big enterprises, in their MVNO wholesale service access.

Municipal Siting Processes for Wireless Antenna Systems

On February 28, 2013, the Canadian Wireless Telecommunications Association, of which Videotron is a member, and the Federation of Canadian Municipalities signed a joint protocol on the siting process for wireless antenna systems. The protocol establishes a more comprehensive notification and consultation process than current regulations, and emphasizes the need for meaningful pre-consultation to ensure local land use priorities and sensitivities are fully reflected in the location and design of new antenna systems. Telecommunications carriers have agreed for the first time to notify municipalities of all antennas being installed before their construction, regardless of height, and to undertake full public consultation for towers under 15 meters - whenever deemed necessary by the municipality.

On June 26, 2014, the predecessor to ISED Canada announced changes to the policy guiding the installation of new antenna towers, most notably to require companies to consult communities on all commercial tower installations regardless of height and to ensure residents are well informed of upcoming consultations. These changes are largely consistent with the joint protocol cited above.

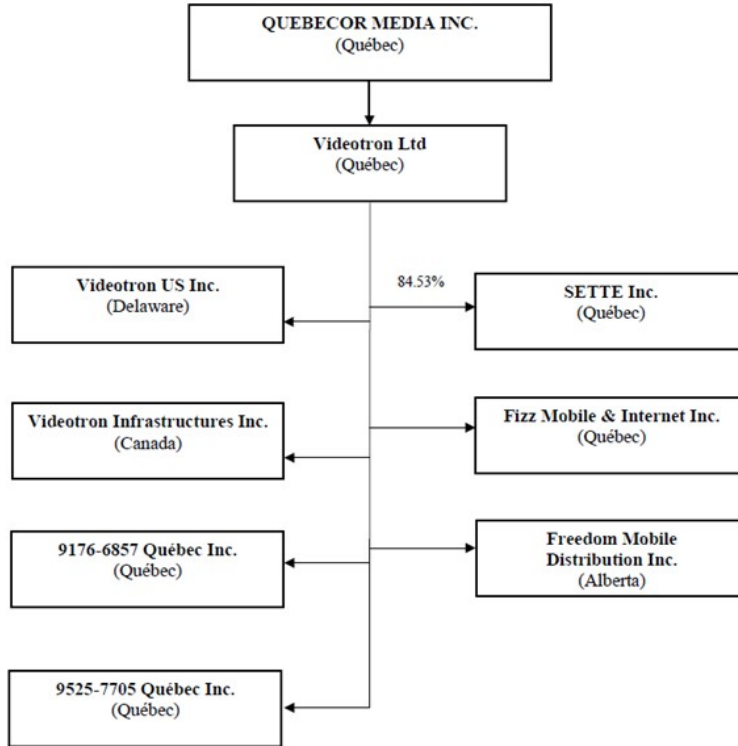
Sales Practices

On June 6, 2018, the Governor in Council issued Order in Council P.C. 2018-0685 requiring the CRTC to make a report regarding the retail sales practices of Canada's large telecommunications carriers. The CRTC initiated a proceeding to examine the matters identified in the Order in Council. The CRTC sought comments from Canadians on their personal experiences with any misleading or aggressive retail sales practices of large telecommunications carriers and third parties who offer the telecommunications services of those carriers for sale, including comments from consumers who are vulnerable due to their age, a disability, or a language barrier, as well as from current and former employees of the service providers. The CRTC also sought comments from large telecommunications carriers, the Commission for Complaints for Telecom-television Services, public interest organizations, research groups, and any other interested persons. The CRTC held a public hearing on October 22, 2018, to explore these issues with Canadians and stakeholders. The Commission also used various additional means, including a public opinion survey, online consultations, and focus groups, to better understand the views of Canadians.

On February 20, 2019, the CRTC published its Report on Misleading or Aggressive Communications Retail Sales Practices. The CRTC found evidence of misleading or aggressive sales practices by certain telecommunications services providers and concluded that more needs to be done to protect consumers. The report also noted that, even with the existing measures put in place, misleading or aggressive sales practices occur to an unacceptable degree. The CRTC is taking action to introduce new measures to ensure Canadians' interactions with their service providers are carried out in a fair and respectful way, such as creating the new Internet Code discussed above and a secret shopper program to monitor sales practices. The CRTC has since implemented customer protection measures, including requirements for transparency and clarity in contracts.

C - Organizational Structure

Videotron is a wholly-owned subsidiary of Quebecor Media. Quebecor Media is a wholly-owned subsidiary of Quebecor. The following chart illustrates Videotron's corporate structure as of March 27, 2026, including its significant subsidiaries, together with the jurisdiction of incorporation or organization of each entity. In each case, unless otherwise indicated, Videotron owns a 100% equity and voting interest in its subsidiaries.



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D - Property, Plants and Equipment

Videotron's corporate offices are located in leased space at 612 St-Jacques Street, Montréal, Québec, Canada H3C 4M8 (187,592 square feet) in the same building as Quebecor Media's head office.

Videotron also owns or leases several buildings, as indicated in the following table which presents, for each building, the address, the leased or owned status of the property, the primary use of the main facilities and the approximate square footage. In addition to the buildings indicated in the following table, Videotron owns or leases a significant number of smaller locations for signal reception sites, customer service, retail stores and business offices.

Address	Owned/Leased Property	Use of Property	Floor Space Occupied (approximate sq. ft.)
Montréal, Québec 2155 Pie IX Street	Owned property	Office and Technical spaces, Headend	128,000
Montréal, Québec 150 Beaubien Street	Owned property	Office and Technical spaces, Headend	72,000
Montréal, Québec 4545 Frontenac Street	Leased property	Office space, Warehouse, Headend	94,300
Québec City, Québec 2200 Jean-Perrin Street	Owned property	Regional Headend for the Québec City region and Office space	40,000
Toronto, Ontario 88 Queens Quay	Leased property	Office space and Retail	23,000
Mississauga, Ontario 6991 Tranmere	Leased property	Technical core and Warehouse	19,000
Kanata, Ontario 390 March Road	Leased property	Technical core	7,185
Calgary, Alberta Bay 60, 2256-29 St NE	Leased property	Technical core	7,418
North Vancouver, British Columbia 209-221 West Esplanade	Leased property	Technical core	12,000

Liens and Charges

On June 13, 2024, all liens granted on Videotron's assets pursuant to its senior credit facilities were terminated. All the related debt instruments (including derivative financial instruments) are now unsecured.

Intellectual Property

Videotron uses a number of trademarks for its products and services. Many of these trademarks are registered by Videotron in the appropriate jurisdictions. In addition, Videotron has legal rights in the unregistered marks arising from their use. Videotron has taken affirmative legal steps to protect its trademarks and Videotron believes its trademarks are adequately protected.

Videotron has registered a number of domain names under which Videotron operates websites associated with its operations. As every Internet domain name is unique, its domain names cannot be registered by other entities as long as its registrations are valid.

Environment

Videotron's operations are subject to Canadian, provincial and municipal laws and regulations concerning, among other things, emissions to the air, water and sewer discharge, handling and disposal of hazardous materials, the recycling of waste, the soil remediation of contaminated sites, or otherwise relating to the protection of the environment. Laws and regulations relating to workplace safety and worker health, which among other things, regulate employee exposure to hazardous substances in the workplace, also govern Videotron's operations.

Compliance with these laws has not had, and management does not expect it to have, a material effect upon Videotron's capital expenditures, net income or competitive position. Environmental laws and regulations and the interpretation of such laws and regulations, however, have changed rapidly in recent years and may continue to do so in the future. Videotron has monitored the changes closely and has modified its practices where necessary or appropriate.

Videotron's past and current properties, as well as areas surrounding those properties, particularly those in areas of long-term industrial use, may have had historic uses, or may have current uses, in the case of surrounding properties, which may affect its properties and require further study or remedial measures.

Videotron is not currently conducting or planning any material study or significant remedial measure. Furthermore, it cannot provide assurance that all environmental liabilities have been determined, that any prior owner of its properties did not create a material environmental condition not known to Videotron, that a material environmental condition does not otherwise exist as to any such property, or that expenditure will not be required to deal with known or unknown contamination.

Videotron is presently engaged in an assessment and strategic management of its climate risks. Acknowledging the urgency of addressing climate change challenges, Videotron is actively evaluating potential impacts and opportunities on its operations from extreme weather events, regulatory shifts, market changes, and the broader transition toward a low-carbon economy. Notably, the Corporation manages its GHG emissions by adopting energy saving technologies, electrifying its vehicle fleet, and optimizing operations to reduce consumption for example. The Corporation is also increasing the resiliency of its network by adding network redundancies, modifying or adopting new construction standards and by collaborating with ISED Canada. Videotron has agreed to a Memorandum of Understanding on Telecommunications Reliability with ISED Canada with aim to ensure the reliability and resiliency of communications networks during natural disasters, network failures and other impactful emergencies. Videotron is also fully compliant with the CRTC interim's service outage reporting measure which requires all Canadian carriers to provide notification of every major service outage and submit post-outage reports.

Finally, the Corporation continues to implement initiatives and operate programs to reduce its environmental impact, such as *revi*, an electronics recycling program available to Quebec residents.

ITEM 4A – UNRESOLVED STAFF COMMENTS

None.

ITEM 5 – OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following Management Discussion and Analysis provides information concerning the operating results and financial condition of Videotron Ltd ("Videotron" or the "Corporation"). This discussion should be read in conjunction with the consolidated financial statements and accompanying notes. The Corporation's consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

All amounts are in Canadian dollars ("CAN dollars"), unless otherwise indicated. This discussion contains forward-looking statements, which are subject to a variety of factors that could cause actual results to differ materially from those contemplated by these statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed under "Cautionary Statement Regarding Forward-Looking Statements" and in "Item 3. Key Information – B. Risk Factors."

The Corporation uses financial measures not standardized under IFRS, such as adjusted EBITDA, adjusted cash flows from operations, free cash flows (formerly "free cash flows from operating activities") and consolidated net debt leverage ratio. Also, the Corporation used key performance indicators, such as revenue-generating unit ("RGU") and average monthly mobile revenue per unit ("mobile ARPU"). Definitions of these measures and indicators are provided in the "Non-IFRS financial measures" and "Key performance indicators" sections.

OVERVIEW

The Corporation is a wholly owned subsidiary of Quebecor Media Inc. (“Quebecor Media”) incorporated under the Business Corporations Act (Quebec). Videotron is the fourth-largest national mobile carrier in Canada in terms of mobile RGUs and the largest cable operator in the Province of Québec based on the number of wireline RGUs. The Corporation’s cable network is the largest broadband network in the Province of Quebec covering approximately 85% of an estimated 4.1 million premises.

Since 2023, Videotron has entered the British Columbia, Alberta and Manitoba telecommunications markets and strengthened its position in the Ontario market. This expansion of Videotron’s wireless business outside of its traditional Québec footprint has intensified its geographic diversification, with approximately 45% of mobile subscribers in Québec, 40% in Ontario and 15% in Western Canada. In addition to the Freedom brand, the service territory of the Fizz brand has gradually expanded across provinces other than Québec. Furthermore, entering new markets as a mobile virtual network operator (“MVNO”) enables Videotron to further expand its reach and offer its competitive services to even more potential users. Together, Videotron, Fizz and Freedom now reach over 34 million Canadians, or nearly 83% of Canada’s population. Like the major nationwide brands, Videotron is also taking advantage of the TPIA regulatory framework on the wholesale market to complete its telecommunications service offering outside its wireline network service area by adding Internet and other wireline services to its wireless product offerings under all of its brands.

Videotron’s mobile network covers all major Canadian metropolitan areas, a population of more than 30 million people, with LTE technology and more than 23 million people with 5G/5G+ technology.

Videotron Business is a premier full-service telecommunications provider servicing small-, medium- and large-sized businesses, as well as telecommunications carriers and is a leader in the Province of Quebec’s business telecommunication segment. Products and services include television, Internet access, telephony solutions, mobile services and business solutions products such as private network connectivity, Wi-Fi, as well as audio and video transmission.

HIGHLIGHTS

2025 financial year

Revenues: \$4.85 billion, a \$12.4 million (0.3%) increase.

Adjusted EBITDA:¹ \$2.38 billion, a \$47.8 million (2.0%) increase.

Net income attributable to shareholders: \$972.4 million, a \$144.1 million (17.4%) increase.

Adjusted cash flows from operations:¹ \$1.75 billion, a \$6.9 million (-0.4%) decrease.

Cash flows provided by operating activities: \$2.03 billion, a \$270.8 million (15.4%) increase.

Fourth quarter 2025

Revenues: \$1.28 billion, an \$18.9 million (1.5%) increase.

Adjusted EBITDA: \$589.8 million, a \$23.9 million (4.2%) increase.

Net income attributable to shareholders: \$226.3 million, a \$33.9 million (17.6%) increase.

Adjusted cash flows from operations: \$410.1 million, a \$20.5 million (-4.8%) decrease.

Cash flows provided by operating activities: \$493.8 million, a \$117.6 million (31.3%) increase.

¹ See “Non-IFRS financial measures.”

Table 1
Consolidated summary of income, cash flows and balance sheet
(in millions of Canadian dollars)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Revenues:					
Mobile telephony	\$ 1,775.7	\$ 1,663.5	\$ 1,420.7	\$ 462.0	\$ 422.1
Internet	1,250.3	1,254.0	1,283.8	315.4	310.0
Television	748.2	777.9	802.6	184.8	191.0
Wireline telephony	231.4	248.9	278.3	55.9	60.0
Mobile equipment sales	668.1	695.1	613.5	222.5	239.1
Other	173.8	195.7	255.1	43.8	43.3
	<u>4,847.5</u>	<u>4,835.1</u>	<u>4,654.0</u>	<u>1,284.4</u>	<u>1,265.5</u>
Employee costs	(525.9)	(490.8)	(472.3)	(141.4)	(124.1)
Purchase of goods and services	(1,938.4)	(2,008.9)	(1,951.4)	(553.2)	(575.5)
Adjusted EBITDA	<u>2,383.2</u>	<u>2,335.4</u>	<u>2,230.3</u>	<u>589.8</u>	<u>565.9</u>
Depreciation and amortization	(796.2)	(883.8)	(844.0)	(199.2)	(220.3)
Financial expenses	(274.3)	(340.9)	(331.0)	(63.0)	(78.9)
Restructuring, impairment of assets and other	(25.1)	(26.1)	(20.1)	(7.6)	(15.1)
Loss on debt refinancing	(13.2)	(0.9)	—	(13.2)	(0.9)
Income taxes	(302.0)	(255.4)	(237.7)	(80.5)	(58.3)
Net income	<u>\$ 972.4</u>	<u>\$ 828.3</u>	<u>\$ 797.5</u>	<u>\$ 226.3</u>	<u>\$ 192.4</u>
Net income attributable to shareholders	972.4	828.3	797.4	226.3	192.4
Non-controlling interests	—	—	0.1	—	—

Table 1 (continued)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Capital expenditures	\$ 633.8	\$ 579.1	\$ 536.7	\$ 179.7	\$ 135.3
Acquisition of spectrum licences	—	298.9	9.9	—	—
Cash flows:					
Adjusted cash flows from operations	1,749.4	1,756.3	1,693.6	410.1	430.6
Free cash flows ¹	1,413.0	1,190.1	1,060.8	346.9	293.4
Cash flows provided by operating activities	2,026.1	1,755.3	1,595.1	493.8	376.2
Balance sheet:					
Cash and cash equivalents	\$ 128.0	\$ 39.9	\$ 8.0		
Working capital	(392.0)	(207.1)	(1,142.5)		
Net assets related to derivative financial instruments	24.3	141.2	110.8		
Total assets	10,469.5	12,229.4	10,510.7		
Bank indebtedness	—	3.0	—		
Total long-term debt (including current portion)	6,824.3	7,619.7	7,645.3		
Lease liabilities (current and long term)	373.3	378.5	346.1		
Equity attributable to the shareholder	827.4	338.9	155.6		
Consolidated net debt leverage ratio¹	2.96x	3.35x	3.38x		

- Revenues from mobile services increased by \$112.2 million (6.7%).
- There was a net increase of 214,100 RGUs² (2.8%) in 2025, including 311,000 connections (7.6%) to the mobile telephony service and 7,500 subscriptions (0.4%) to Internet access services.
- The Videotron, Fizz and Freedom brands stood out in Léger’s 2026 WOW Study, which was released on January 22, 2026. The survey ranked Videotron as the top telecom provider in Québec for in-store experience for the third consecutive year, while Fizz held its position as the Canadian leader in online experience for the seventh consecutive year. Freedom held third place in online experience. In addition, according to the 2025 annual report of the Commission for Complaints for Telecom and Television Services (CCTS), published on January 14, 2026, Videotron, Freedom Mobile Inc. (“Freedom”), Fizz and VMedia once again stand out for their performance in terms of customer satisfaction. While complaints in the Canadian telecommunications industry increased by 17%, our brands have remained stable in terms of customer satisfaction.
- On October 6, 2025, Videotron announced that it had been ranked Quebecers’ preferred telecommunications provider in a Léger survey conducted between July 17 and August 2, 2025. Respondents rated Videotron as the most reliable and most trustworthy telecom in Québec. The excellent results confirmed Videotron’s status as the industry leader in customer service.
- In 2025, Videotron announced the expansion of its Helix technology-based Internet and television services to more than 180,000 households in Drummondville, Magog, Rimouski, Saint-Hyacinthe, Trois-Rivières, Salaberry-de-Valleyfield, Huntingdon and several towns in Saguenay–Lac-Saint-Jean. As Videotron’s wireless services were already available in those communities, customers will now be able to access a full complement of telecommunications services in one place.
- On August 29, 2025, Videotron announced the expansion of its wireless coverage and service areas in the Haute-Mauricie region, in partnership with Ecotel Inc. and with the support of the Québec government. This will significantly improve mobile communications in this region of Québec, making it possible for more than 10,000 residents to subscribe to Videotron’s mobile services and enhancing connectivity along several highways.

¹See “Non-IFRS financial measures.”

²See “Key performance indicators”

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- On August 27, 2025, Freedom announced the expansion of its wireless service area in Chatham-Kent, Ontario. The new service areas include Chatham, Ridgeway, Wallaceburg, Blenheim, Dresden, Thamesville and Bothwell, among others. Residents can now take advantage of Freedom's competitive plans, including the innovative Roam Beyond plan, while accessing its fast and reliable wireless network.
- On June 11, 2025, Videotron announced a major expansion of its GIGA Internet service in the Québec City, Outaouais, Saguenay–Lac-Saint-Jean and Hautes-Laurentides areas, and the Rivière-du-Loup regional county municipality (RCM). In all, more than 350,000 additional households can now enjoy higher download speeds.
- On April 4, 2025, in keeping with its ongoing commitment to improving customer experience, Freedom began the phased roll-out of 3800 MHz spectrum across its 5G+ network in Ontario, Alberta and British Columbia. This roll-out will significantly increase Freedom's network capacity and deliver improved connectivity for customers with 5G+ compatible devices and plans, with theoretical download speeds in excess of 1 Gbps.
- On February 20, 2025, Videotron announced the expansion of its wireless service area to several parts of the Témiscamingue regional county municipality (RCM). Residents and businesses in these areas can now subscribe to Videotron wireless services.
- On February 5, 2025, Fizz announced the launch of Fizz TV, an all-digital television service. Available to all Fizz Internet subscribers in Québec, Fizz TV is differentiated by a pick-and-pay model that lets users build their own television plan.

Financing transactions

- On January 28, 2026, Videotron amended and restated its credit agreement to extend the term of the two existing tranches of its revolving credit facility: (i) the first tranche in the amount of \$400.0 million now maturing in January 2031, and (ii) the second tranche in the amount of \$400.0 million now maturing in January 2027, and providing for a conversion option into a term facility maturing in January 2028. Videotron also added two new tranches to its revolving credit facility: (i) a first tranche in the amount of US\$250.0 million maturing in January 2031, and (ii) a second tranche in the amount of US\$250.0 million maturing in January 2027 and providing for a conversion option into a term facility maturing in January 2028. Certain conditions of the facilities were also amended.
- On November 20, 2025, Videotron issued \$800.0 million aggregate principal amount of Senior Notes bearing interest at 3.950% and maturing on October 15, 2032. On the same date, Videotron used the net proceeds, together with cash on hand, to fund the redemption of the entirety of its US\$600.0 million aggregate principal amount of 5.125% Senior Notes maturing on April 15, 2027 and the unwind of the related hedging contracts, for a total cash consideration of \$815.5 million.
- On November 6, 2025, Videotron completed the prepayment of \$200.0 million of the \$700.0 million tranche of its term credit facility maturing in April 2026.
- On June 16, 2025, Videotron redeemed at maturity the \$400 million aggregate principal amount outstanding of its 5.625% Senior Notes due 2025.
- On May 27, 2025, Videotron increased the size of its revolving credit facility from \$500.0 million to \$800.0 million, increasing each of its two tranches from \$250.0 million to \$400.0 million.
- On February 26, 2025, Videotron amended and restated its credit agreement to, among other things, amend its existing \$500.0 million revolving credit facility (which had been reduced from \$2.00 billion to \$500.0 million on January 29, 2025) by creating two tranches: (i) a first tranche in the amount of \$250.0 million maturing in February 2030, and (ii) a second tranche in the amount of \$250.0 million maturing in February 2026 and providing for a conversion option into a term facility maturing in February 2027.

TREND INFORMATION

Competition continues to intensify in the mobile and wireline telephony, Internet access, television and OTT markets. Due to ongoing technological developments, the distinction between the various platforms is fading and the Corporation expects increasing competition from non-traditional businesses across its key business segments. This competition is intensifying, not least in the television distribution business, where some of these businesses are now broadcasting linear television channels and live events on their OTT platforms, in a departure from established models. There is also competition from wholesale Internet resellers, which purchase wholesale Internet access services from incumbent companies in order to offer their own retail services under the third-party Internet access (“TPIA”) regulatory framework. Thus, the change in RGUs recorded in the Telecommunications sector in recent years is not necessarily representative of future trends.

In the markets where Videotron is expanding its footprint, three well-established mobile carriers offering a full range of telecommunication services over national wireline and wireless networks have a strong presence. These wireless carriers have long business histories, a large portfolio of spectrum licences and considerable operational and financial resources. The geographical expansion of Videotron’s wireless business creates a more competitive mobile telephony environment in markets where it operates. Videotron stands out in the marketplace by continuously improving the customer experience for its subscribers, including enhanced benefits, affordable plans, access to advanced 5G+ technology, and customer service.

The Corporation anticipates that significant recurring investments and costs will continue to be required in the recently entered Canadian markets in order to, among other things, support the launch and penetration of new services, attract and retain customers, including commercial efforts and marketing campaigns, and compete effectively with the national wireless carriers and other current or potential competitors in these markets.

Moreover, the Corporation has in the past required substantial capital for the upgrade, expansion and maintenance of its mobile and wireline networks and the launch and expansion of new or additional services to support growth in its customer base and demand for increased bandwidth capacity and other services. The Corporation expects that additional capital expenditures will be required in the short and medium terms to expand and maintain its systems and services, including expenditures relating to the cost of its mobile services infrastructure, maintenance and enhancement, as well as costs relating to the roll-out of LTE-Advanced (LTE-A) and 5G/5G+ technologies, including potentially the acquisition of new spectrum licenses. In addition, the demand for wireless data services has been growing constantly and is projected to continue growing. The anticipated levels of data traffic will represent an increasing challenge to the current mobile network’s ability to support this traffic.

2025/2024 FINANCIAL YEAR COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$4.85 billion in 2025, a \$12.4 million (0.3%) increase.

- Revenues from mobile telephony services increased \$112.2 million (6.7%) to \$1.78 billion, mainly because of an increase in the number of subscriber connections, partially offset by lower average per-connection revenues.
- Revenues from Internet access services decreased \$3.7 million (-0.3%) to \$1.25 billion, due mainly to a decrease in revenues from third-party Internet access providers.
- Revenues from television services decreased \$29.7 million (-3.8%) to \$748.2 million, due mainly to a decrease in the customer base, partially offset by an increase in average per-subscriber revenues.
- Revenues from wireline telephony services decreased \$17.5 million (-7.0%) to \$231.4 million, mainly because of the impact of the net decrease in subscriber connections, partially offset by higher average per-connection revenues.
- Revenues from mobile equipment sales to customers decreased \$27.0 million (-3.9%) to \$668.1 million, mainly because of the decrease in the number of mobile devices sold, partially offset by price increases.
- Other revenues decreased \$21.9 million (-11.2%) to \$173.8 million, essentially because of the decrease in revenues from wireline equipment sales due to the availability of Helix equipment on a rental basis since June 2024.

Mobile ARPU¹: \$34.94 in 2025 compared with \$35.62 in 2024, a \$0.68 (-1.9%) decrease, mainly attributable to higher promotional discounts, lower overage revenues and a change in the customer mix, including the dilutive effect of Freedom's and Fizz's prepaid services.

¹ See "Key performance indicators."

Customer statistics

Table 2 shows changes in RGUs for the twelve-month and three-month periods ended December 31, 2025 and 2024.

Table 2
Change in RGUs
(in thousands of units)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023 ¹	2025	2024
Mobile telephony	311.0 7.6%	368.1 9.9%	225.9 13.2%	73.9 1.7%	86.0 2.1%
Internet access	7.5 0.4%	5.0 0.3%	24.9 1.5%	3.7 0.2%	(1.7) -0.1%
Television	(43.2) -3.3%	(61.2) -4.5%	(40.5) -2.9%	(8.1) -0.6%	(17.5) -1.3%
Wireline telephony	(61.2) -10.1%	(65.8) -9.8%	(76.5) -10.2%	(14.4) -2.6%	(18.6) -3.0%
Total RGUs	214.1 2.8%	246.1 3.3%	133.8 2.4%	55.1 0.7%	48.2 0.6%

¹ Excludes the 1,806,600 RGU's acquired in the acquisition of Freedom on April 3, 2023, consisting of 1,786,600 subscriber connections to the mobile telephony service and 20,000 subscriptions to the Internet access service.

Table 3
Year-end RGUs
(in thousands of customers)

	2025	2024 ¹	2023 ¹	2022	2021
Mobile telephony	4,402.0	4,091.0	3,722.9	1,710.4	1,601.9
Internet access	1,740.1	1,732.6	1,727.6	1,682.7	1,607.8
Television	1,251.2	1,294.4	1,355.6	1,396.1	1,418.6
Wireline telephony	547.7	608.9	674.7	751.2	824.9
Total	7,941.0	7,726.9	7,480.8	5,540.4	5,453.2

¹ To better reflect the Corporation activities, prepaid connections with negligible ARPU have been excluded from the mobile telephony connection count.

Adjusted EBITDA: \$2.38 billion in 2025, a \$47.8 million (2.0%) increase due primarily to:

- the impact of higher mobile service revenues;
- disciplined management of promotional discounts and of costs related to mobile device sales;
- stringent cost control, including a favourable variance of certain provisions.

Partially offset by:

- the increase in the stock-based compensation charge;
- the impact of lower wireline service revenues.

Cost/revenue ratio: Employee costs and purchases of goods and services for all operations, expressed as a percentage of revenues, were 50.8% in 2025 compared with 51.7% in 2024.

Net income attributable to shareholders: \$972.4 million in 2025, compared with \$828.3 million in 2024, an increase of \$144.1 million or 17.4%.

- The main favourable variances were:
 - \$87.6 million decrease in the depreciation and amortization charge;
 - \$66.6 million decrease in financial expenses;
 - \$47.8 million increase in adjusted EBITDA.
- The unfavourable variances were:
 - \$46.6 million increase in the income tax expense;
 - \$12.3 million unfavourable variance in loss on debt refinancing.

Adjusted cash flows from operations: \$1.75 billion in 2025 compared with \$1.76 billion in 2024 (Table 13). The \$6.9 million (-0.4%) decrease was due to the \$54.7 million increase in capital expenditures, mainly due to increased subscriber equipment and network investments, partially offset by a \$47.8 million increase in adjusted EBITDA.

Cash flows provided by operating activities: \$2.03 billion, a \$270.8 million (15.4%) increase due primarily to the favourable net change in non-cash balances related to operating activities, the decrease in the cash portion of financial expenses and the increase in adjusted EBITDA, partially offset by the increase in current income taxes.

Depreciation and amortization charge: \$796.2 million, an \$87.6 million decrease due mainly to the end of the depreciation cycle for certain assets and the slowdown in capital expenditures in recent years, including the impact of government credits for certain large investment projects.

Financial expenses: \$274.3 million, a \$66.6 million decrease due primarily to the impact of lower average interest rates on long-term debt and lower average indebtedness.

Charge for restructuring, impairment of assets and other: \$25.1 million, a \$1.0 million favourable variance.

During 2025, the Corporation recognized:

- \$9.8 million charge for various cost-reduction initiatives (\$7.6 million in 2024);
- \$6.3 million charge for impairment of assets, mainly in connection with initiatives to integrate the Freedom business (\$15.7 million in 2024);
- \$9.0 million in other charges, including retroactive costs related to an appeal court decision on tariffs for the retransmission of distant television signals and other items (\$2.8 million in 2024).

Loss on debt refinancing: \$13.2 million, a \$12.3 million unfavourable variance, mainly due to a \$13.2 million loss related to the redemption of US\$600.0 million aggregate principal amount of Senior Notes in November 2025.

Income tax expense: \$302.0 million in 2025 (effective tax rate of 26.9%), compared with \$255.4 million in 2024 (effective tax rate of 26.3%), a \$46.6 million unfavourable variance caused mainly by the impact of the increase in taxable income. The effective tax rate is calculated considering only taxable and deductible items.

2025/2024 FOURTH QUARTER COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$1.28 billion, an \$18.9 million (1.5%) increase due essentially to the same factors as those noted above under “2025/2024 financial year comparison.”

- Revenues from mobile telephony services increased \$39.9 million (9.5%) to \$462.0 million, mainly because of an increase in the number of subscriber connections and higher average per-connection revenues.
- Revenues from Internet access services increased \$5.4 million (1.7%) to \$315.4 million, due mainly to an increase in average per-subscriber revenues, partially offset by a decrease in revenues from third-party Internet access providers.
- Revenues from television services decreased \$6.2 million (-3.2%) to \$184.8 million.
- Revenues from wireline telephony services decreased \$4.1 million (-6.8%) to \$55.9 million.
- Revenues from mobile equipment sales to customers decreased \$16.6 million (-6.9%) to \$222.5 million.
- Other revenues increased \$0.5 million (1.2%) to \$43.8 million.

Mobile ARPU: \$35.23 in the fourth quarter of 2025 compared with \$34.75 in the same period of 2024, a \$0.48 (1.4%) increase due mainly to lower promotional discounts and customer migration to more expensive plans, partially offset by the dilutive effect of Freedom’s and Fizz’s prepaid services.

Adjusted EBITDA: \$589.8 million, a \$23.9 million (4.2%) increase due primarily to:

- the impact of higher mobile service revenues;
- stringent cost control, including a favourable update of certain provisions.

Partially offset by:

- the increase in the stock-based compensation charge.

Cost/revenue ratio: Employee costs and purchases of goods and services for all operations, expressed as a percentage of revenues, were 54.1% in the fourth quarter of 2025 compared with 55.3% in the same period of 2024.

Net income attributable to shareholders: \$226.3 million in the fourth quarter of 2025, compared with \$192.4 million in the same period of 2024, an increase of \$33.9 million or 17.6%.

- The favourable variances were:
 - \$23.9 million increase in adjusted EBITDA;
 - \$21.1 million decrease in the depreciation and amortization charge;
 - \$15.9 million decrease in financial expenses;
 - \$7.5 million decrease in the charge for restructuring, impairment of assets and other.
- The unfavourable variances were:
 - \$22.2 million increase in the income tax expense;
 - \$12.3 million unfavourable variance in loss on debt refinancing.

Adjusted cash flows from operations: \$410.1 million in the fourth quarter of 2025 compared with \$430.6 million in the same period of 2024 (Table 13). The \$20.5 million decrease was due mainly to the \$44.4 million increase in capital expenditures, caused primarily by an unfavourable variance in receipt of government credits, partially offset by the \$23.9 million increase in adjusted EBITDA.

Cash flows provided by operating activities: \$493.8 million, a \$117.6 million (31.3%) increase in the fourth quarter of 2025 due primarily to the favourable net change in non-cash balances related to operating activities, the decrease in the cash portion of financial expenses and the increase in adjusted EBITDA, partially offset by the increase in current income taxes.

Depreciation and amortization charge: \$199.2 million in the fourth quarter of 2025, a \$21.1 million decrease due essentially to the same factors as those noted above under “2025/2024 financial year comparison.”

Financial expenses: \$63.0 million in the fourth quarter of 2025, a \$15.9 million decrease due primarily to lower average indebtedness and the impact of lower average interest rates on long-term debt.

Charge for restructuring of operations, impairment of assets and other: \$7.6 million in the fourth quarter of 2025, a \$7.5 million favourable variance.

In the fourth quarter of 2025, the Corporation recognized:

- \$3.8 million charge for various cost-reduction initiatives (\$2.8 million in 2024);
- \$1.6 million charge for impairment of assets (\$11.7 million in 2024, due primarily to the integration of Freedom);
- Other charges of \$2.2 million (\$0.6 million in 2024).

Loss on debt refinancing: \$13.2 million, a \$12.3 million unfavourable variance, mainly due to a \$13.2 million loss related to the redemption of US\$600.0 million aggregate principal amount of Senior Notes in November 2025.

Income tax expense: \$80.5 million in the fourth quarter of 2025 (effective tax rate of 27.5%), compared with \$58.3 million in the same period of 2024 (effective tax rate of 27.5%), a \$22.2 million unfavourable variance caused by the increase in taxable income. The effective tax rate is calculated considering only taxable and deductible items.

2024/2023 FINANCIAL YEAR COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$4.84 billion in 2024, a \$181.1 million (3.9%) increase.

- Revenues from mobile telephony services increased \$242.8 million (17.1%) to \$1.66 billion, mainly because of an increase in the number of subscriber connections due to the impact of the Freedom acquisition in April 2023 and organic growth at both Videotron and Freedom, partially offset by lower average per-connection revenues.
- Revenues from Internet access services decreased \$29.8 million (-2.3%) to \$1.25 billion, mainly because of the decrease in average per-subscriber revenues.
- Revenues from television services decreased \$24.7 million (-3.1%) to \$777.9 million, primarily because of a decrease in the subscriber base.
- Revenues from wireline telephony services decreased \$29.4 million (-10.6%) to \$248.9 million, mainly because of the impact of the decrease in subscriber connections.
- Revenues from mobile equipment sales to customers increased \$81.6 million (13.3%) to \$695.1 million, mainly because of the impact of the Freedom acquisition as well as higher prices, partially offset by a decrease in the number of mobile devices sold.
- Other revenues decreased \$59.4 million (-23.3%) to \$195.7 million, mainly reflecting the availability of Helix equipment on a rental basis since the beginning of June 2024 and lower revenues from OTT video services.

Mobile ARPU: \$35.62 in 2024 compared with \$37.76 in 2023, a \$2.14 (-5.7%) decrease, mainly attributable to higher promotional discounts, lower average revenues and a change in the customer mix, including the dilutive effect of Freedom's and Fizz's prepaid services.

Adjusted EBITDA: \$2.34 billion, a \$105.1 million (4.7%) increase, mainly due to the impact of the Freedom acquisition, as well as a decrease in operating expenses, on a same-store basis, as a result of stringent cost control, partially offset by the impact of lower revenues on a same-store basis.

Cost/revenue ratio: Employee costs and purchases of goods and services for all operations, expressed as a percentage of revenues, were 51.7% in 2024 compared with 52.1% in 2023.

Net income attributable to the shareholder: \$828.3 million in 2024, compared with \$797.4 million in 2023, an increase of \$30.9 million (3.9%).

- The favourable variance was mainly:
 - \$105.1 million increase in adjusted EBITDA.
- The unfavourable variances were:
 - \$39.8 million increase in the depreciation and amortization charge;
 - \$17.7 million increase in the income tax expense;
 - \$9.9 million increase related to financial expenses;
 - \$6.0 million unfavourable variance in the charge for restructuring, impairment of assets and other.

Adjusted cash flows from operations: \$1.76 billion in 2024 compared with \$1.69 billion in 2023 (Table 13). The \$62.7 million (3.7%) increase was due to the \$105.1 million increase in adjusted EBITDA, partially offset by a \$42.4 million increase in capital expenditures, mainly due to the impact of the Freedom acquisition, partially offset by the receipt in 2024 of government credits for large investment projects made in recent years.

Cash flows provided by operating activities: \$1.76 billion, a \$160.2 million (10.0%) increase due primarily to the increase in adjusted EBITDA and the favourable net change in non-cash balances related to operating activities, partially offset by the increase in current income taxes.

Depreciation and amortization charge: \$883.8 million, a \$39.8 million increase due primarily to the impact of the Freedom acquisition.

Financial expenses: \$340.9 million, a \$9.9 million increase caused mainly by higher average indebtedness, including the impact of the financing of the Freedom acquisition, and by an unfavourable variance in loss or gain on foreign currency translation of short-term monetary items, partially offset by the impact of the lower average interest rate on the long-term debt.

Charge for restructuring, impairment of assets and other: \$26.1 million, a \$6.0 million unfavourable variance.

During 2024, the Corporation recognized:

- \$7.6 million charge for various cost-reduction initiatives (\$4.9 million in 2023);
- \$15.7 million charge for impairment of assets, including charges of impairment of assets in connection with initiatives to integrate the Freedom business (\$0.4 million in 2023);
- \$2.8 million in other charges (\$14.8 million in 2023, including acquisition costs related to the Freedom acquisition).

Loss on debt refinancing: \$0.9 million in 2024.

Income tax expense: \$255.4 million in 2024 (effective tax rate of 26.3%), compared with \$237.7 million in 2023 (effective tax rate of 26.4%), a \$17.7 million unfavourable variance caused essentially by the impact of the increase in taxable income. The effective tax rate is calculated considering only taxable and deductible items.

CASH FLOWS AND FINANCIAL POSITION

This section provides an analysis of the Corporation's sources and uses of cash flows, as well as a financial position analysis as of the balance sheet date. This section should be read in conjunction with the discussion of trends under "Trend Information" above, the risk factor analysis under "Item 3. Key Information – B. Risk Factors" above, and the financial risk analysis under "Financial Instruments and Financial Risk Management" below.

Operating activities

2025 financial year

Cash flows provided by operating activities: \$2.03 billion in 2025 compared with \$1.76 billion in 2024.

The \$270.8 million (15.4%) increase was primarily due to:

- \$184.0 million favourable net change in non-cash balances related to operating activities, due primarily to favourable variances in accounts receivable, inventory, contract assets and provisions for stock-based compensation plans, partially offset by an unfavourable variance in accounts payable, accrued charges and provisions, and in income tax payable;
- \$66.3 million decrease in the cash portion of financial expenses;
- \$47.8 million increase in adjusted EBITDA.

Partially offset by:

- \$17.6 million increase in current income taxes;
- \$7.2 million increase in the cash portion of the charge for restructuring, impairment of assets and other.

Compared with the 2024 financial year, cash flows provided by operating activities were favourably impacted in 2025 by an increase in non-cash items related to operating activities, as well as a lower average interest rate and lower average indebtedness, which resulted in a decrease in financial expenses.

2024 financial year

Cash flows provided by operating activities: \$1.76 billion in 2024 compared with \$1.60 billion in 2023.

The \$160.2 million (10.0%) increase was primarily due to:

- \$105.1 million increase in adjusted EBITDA;
- \$81.8 million favourable net change in non-cash balances related to operating activities, due primarily to favourable variances in income tax payable, contract assets, accounts receivable and inventory, partially offset by unfavourable variances in accounts payable, accrued charges and provisions;

Partially offset by:

- \$26.1 million increase in current income taxes.

Compared with 2023, cash flows provided by operating activities were favourably impacted in 2024 by the Freedom acquisition (which accounted for a large portion of the increase in the adjusted EBITDA), despite the financial expenses associated with the financing of this acquisition.

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Working capital: Negative \$392.0 million as at December 31, 2025, compared with negative \$207.1 million as at December 31, 2024. The unfavourable variance of \$184.9 million was mainly due to a decrease in accounts receivable, contract assets and inventory, and the evolution of short- and long-term debt maturities, partially offset by the redemption at maturity of all \$400.0 million aggregate principal amount of Videotron's 5.625% Senior Notes due 2025, an increase in cash and cash equivalents, and a decrease in accounts payable, accrued charges and provisions.

Investing activities

2025 financial year

Cash flows used for capital expenditures: \$615.3 million in 2025 compared with \$565.6 million in 2024. The \$49.7 million increase was due to the \$54.7 million increase in capital expenditures, due primarily to increased subscriber equipment and network investments, partially offset by a \$5.0 million favourable net change in current non-cash items.

Net subsidies received to finance capital expenditures: \$1.0 million in 2025, compared with \$34.2 million in 2024, received under the Québec government's initiative to improve wireless coverage in outlying regions of Québec.

Acquisitions of spectrum licenses: \$298.9 million in 2024. On May 29, 2024, Videotron acquired 305 blocks of spectrum in the 3800 MHz band across the country.

Business acquisitions: \$5.5 million in 2025 compared with \$1.8 million in 2024.

Proceeds from disposal of assets: \$2.2 million in 2025 compared with \$0.4 million in 2024.

2024 financial year

Cash flows used for capital expenditures: \$565.6 million in 2024 compared with \$536.0 million in 2023. The \$29.6 million increase was due to a \$42.4 million increase in capital expenditures, including the impact of the Freedom acquisition, partially offset by the receipt in 2024 of government credits for large investment projects. The increase in capital expenditure was partially offset by a \$12.8 million favourable net change in current non-cash items.

Net subsidies received to finance capital expenditures: \$34.2 million in 2024, compared with deferred subsidies of \$39.3 million used in 2023. In 2024, a \$37.0 million subsidy was received in advance as part of the Québec government's new initiative to improve wireless coverage in outlying regions of Québec. The use of \$2.8 million of these subsidies was also recorded as a reduction in capital expenditures in 2024. The figure for 2023 represents the use of subsidies received under the program to roll out high-speed Internet services, recorded as a reduction of capital expenditures.

Acquisitions of spectrum licenses: \$298.9 million in 2024, compared with \$9.9 million in 2023. On May 29, 2024, Videotron acquired 305 blocks of spectrum in the 3800 MHz band across the country.

Business acquisitions: \$1.8 million in 2024 compared with \$2.07 billion in 2023. Videotron disbursed \$2.07 billion in 2023 to acquire Freedom.

Proceeds from disposal of assets: \$0.4 million in 2024 compared with \$1.7 million in 2023.

Issuance of a promissory note from the parent corporation: \$836.0 million in 2023. On January 17, 2023, Quebecor Media issued a \$836.0 million promissory note to Videotron, bearing interest at 7.000%. Drawings from the secured revolving credit facility were used to finance this promissory note.

Free cash flows

2025 financial year

Free cash flows: \$1.41 billion in 2025 compared with \$1.19 billion in 2024 (Table 14). The \$222.9 million increase was due mainly to a \$270.8 million increase in cash flows provided by operating activities, partially offset by a \$49.7 million increase in cash flows used for capital expenditures.

2024 financial year

Free cash flows: \$1.19 billion in 2024 compared with \$1.06 billion in 2023 (Table 14). The \$129.3 million increase was due mainly to a \$160.2 million increase in cash flows provided by operating activities, partially offset by a \$29.6 million increase in cash flows used for capital expenditures.

Financing activities

2025 financial year

Consolidated debt (long-term debt plus bank indebtedness): \$792.2 million reduction in 2025. There was a \$116.9 million net unfavourable variance in the net asset related to derivative financial instruments.

- Debt reductions in 2025 consisted of:
 - redemption by Videotron on November 20, 2025 of the entirety of its 5.125% Senior Notes due 2027 in the aggregate principal amount of US\$600.0 million;
 - redemption by Videotron on June 16, 2025 of the entirety of its 5.625% Senior Notes due 2025 in the aggregate principal amount of \$400.0 million;
 - prepayment by Videotron on November 6, 2025 of \$200.0 million of the \$700.0 million tranche of its term credit facility maturing in April 2026;
 - \$154.1 million favourable impact of the exchange rate. The consolidated debt decrease attributable to this item was correspondingly offset by a decrease in the net asset related to derivative financial instruments.
- Addition to debt in 2025 consisted of:
 - Issuance by Videotron on November 20, 2025 of \$800.0 million aggregate principal amount of Senior Notes bearing interest at 3.950% and maturing on October 15, 2032.
- Derivative financial instruments totalled a net asset of \$24.3 million at December 31, 2025 compared with \$141.2 million at December 31, 2024. The \$116.9 million net unfavourable variance was mainly due to:
 - unfavourable impact of exchange rate fluctuations on the value of derivative financial instruments;
 - receipt of the \$25.4 million asset related to the hedging contracts on the Senior Notes redeemed on November 20, 2025;

Partially offset by:

- favourable impact of interest rate fluctuations on the fair value of derivative financial instruments.
- On January 28, 2026, Videotron amended and restated its credit agreement to extend the term of the two existing tranches of its revolving credit facility: (i) the first tranche in the amount of \$400.0 million now maturing in January 2031, and (ii) the second tranche in the amount of \$400.0 million now maturing in January 2027, and providing for a conversion option into a term facility maturing in January 2028. Videotron also added two new tranches to its revolving credit facility: (i) a first tranche in the amount of US\$250.0 million maturing in January 2031, and (ii) a second tranche in the amount of US\$250.0 million maturing in January 2027 and providing for a conversion option into a term facility maturing in January 2028. Certain conditions of the facilities were also amended.
- On May 27, 2025, Videotron increased the size of its revolving credit facility from \$500.0 million to \$800.0 million, increasing each of its two tranches from \$250.0 million to \$400.0 million.
- On February 26, 2025, Videotron amended and restated its credit agreement to, among other things, amend its existing \$500.0 million revolving credit facility (which had been reduced from \$2.00 billion to \$500.0 million on January 29, 2025) by creating two tranches: (i) a first tranche in the amount of \$250.0 million maturing in February 2030, and (ii) a second tranche in the amount of \$250.0 million maturing in February 2026 and providing for a conversion option into a term facility maturing in February 2027.

2024 financial year

Consolidated debt : \$24.6 million reduction in 2024; \$30.4 million net favourable variance in the net asset related to derivative financial instruments.

- Debt reductions in 2024 essentially consisted of:
 - redemption upon maturity by the Corporation on June 17, 2024 of the entirety of its 5.375% Senior Notes in the aggregate principal amount of US\$600.0 million;
 - repayment by the Corporation in November 2024 of the first \$700.0 million tranche of its term credit facility;
 - redemption by the Corporation on November 25, 2024 of the entirety of its 5.75% Senior Notes in the aggregate principal amount of \$375.0 million;
 - \$363.6 million decrease in total drawings on the revolving bank credit facilities.
- Additions to debt in 2024 essentially consisted of:
 - issuance on November 8, 2024 of US\$700.0 million aggregate principal amount of 5.700% Senior Notes maturing on January 15, 2035, for net proceeds of \$964.6 million, net of \$8.4 million related to the discount at issuance and financing costs;
 - issuance on June 21, 2024 of \$600.0 million aggregate principal amount of Senior Notes bearing interest at 4.650% and maturing on July 15, 2029, and \$400.0 million aggregate principal amount of Senior Notes bearing interest at 5.000% and maturing on July 15, 2034, for total net proceeds of \$992.6 million;
 - \$267.4 million unfavourable impact of exchange rate fluctuations. The consolidated debt increase attributable to this item was offset by the increase in the net asset related to derivative financial instruments.
- Derivative financial instruments totalled a net asset of \$141.2 million at December 31, 2024 compared with \$110.8 million at December 31, 2023. The \$30.4 million net favourable variance was mainly due to:
 - favourable impact of exchange rate fluctuations on the value of derivative financial instruments.

Partially offset by:

- receipt of the \$163.0 million asset related to the hedging contracts on the Senior Notes redeemed on June 17, 2024;
- unfavourable impact of interest rate trends on the fair value of derivative financial instruments.

Financial position

Net available liquidity: \$1.62 billion at December 31, 2025 for the Corporation and its wholly owned subsidiaries, pro forma the US\$500.0 million increase in the revolving credit facility on January 28, 2026, consisting of an available unused revolving credit facility of \$1.49 billion, plus cash and cash equivalents of \$128.7 million.

Consolidated debt: \$6.79 billion at December 31, 2025, a \$792.2 million decrease compared with December 31, 2024 (see “Financing activities” above).

As at December 31, 2025, minimum principal payments on long-term debt in the coming years are as follows:

Table 4
Minimum principal repayments on long-term debt
12 months ending December 31
(in millions of Canadian dollars)

2026	\$	491.6
2027		688.2
2028		750.0
2029		1,286.0
2030		800.0
2031 and thereafter		2,808.5
Total	\$	6,824.3

From time to time, the Corporation may (but is under no obligation to) seek to retire or purchase its outstanding Senior Notes, in open market purchases, privately negotiated transactions, or otherwise. Such repurchases, if any, will depend on its liquidity position and requirements, prevailing market conditions, contractual restrictions, and other factors. The amounts involved may be material.

The weighted average term of the Corporation’s consolidated debt was approximately 4.7 years as of December 31, 2025 (4.7 years as of December 31, 2024). After taking into account hedging instruments, the debt consisted of approximately 92.7% fixed-rate debt (84.9% at December 31, 2024) and 7.3% floating-rate debt (15.1% at December 31, 2024).

The Corporation’s management believes that cash flows and available sources of financing should be sufficient to cover committed cash requirements for capital expenditures, acquisitions of spectrum licences, working capital, interest payments, income tax payments, debt and lease repayments, share repurchases, and dividend payments or distributions to the shareholder. The Corporation believes it will be able to meet future debt and lease liability maturities, which are staggered over the coming years.

Pursuant to its financing agreements, the Corporation is required to maintain certain financial ratios. At December 31, 2025, the Corporation was in compliance with all required financial ratios.

Dividends declared and paid to the parent corporation

For the year ended December 31, 2025, the Corporation paid \$569.0 million in common dividends to the parent corporation, compared with \$590.0 million in 2024. The Corporation expects to make cash distributions to its parent corporation in the future, as determined by the Board of Directors, and within the limits set by the terms of the indebtedness and applicable laws.

Tax consolidation arrangements with the parent corporation

On October 8, 2025, 9511-8063 Quebec Inc. redeemed 1,530,000 preferred shares, Series G for a total cash consideration of \$1.53 billion. On the same day, the Corporation used the total proceeds of \$1.53 billion to repay its subordinated loan contracted from Quebecor Media Inc.

On April 17, 2024, the Corporation contracted a subordinated loan of \$1.53 billion from Quebecor Media, bearing interest at a rate of 9.25%, payable semi-annually, and maturing on April 17, 2054. On the same day, the Corporation invested the total proceeds of \$1.53 billion into 1,530,000 preferred shares, Series G, of 9511-8063 Quebec Inc., an affiliated corporation. These shares carry the right to receive an annual dividend of 9.35%, payable semi-annually.

On November 1, 2023, 9346-9963 Quebec Inc. redeemed 1,595,000 preferred shares, Series C for a total cash consideration of \$1.60 billion. On the same day, the Corporation used the total proceeds of \$1.60 billion to repay its subordinated loan contracted from Quebecor Media.

All these transactions were carried out for tax consolidation purposes of Quebecor Media and its subsidiaries.

Analysis of consolidated balance sheet

Table 5

Consolidated balance sheet

Analysis of main variances between December 31, 2025 and 2024

(in millions of Canadian dollars)

	Dec. 31, 2025 ¹	Dec. 31, 2024 ¹	Difference	Main reasons for difference
Assets				
Cash and cash equivalents	\$ 128.0	\$ 39.9	\$ 88.1	See "Cash flows and financial position"
Accounts receivable	878.9	1,003.8	(124.9)	Impact of current variances in activity
Contract assets	109.2	139.6	(30.4)	Impact of current variances in activity
Inventories	272.3	302.3	(30.0)	Impact of current variances in activity
Intangible assets	3,375.2	3,401.3	(26.1)	Amortization exceeded additions during the period
Derivative financial instruments ²	24.3	141.2	(116.9)	See "Financing activities"
Liabilities				
Accounts payable, accrued charges and provisions	953.4	981.4	(28.0)	Impact of current variances in activity
Long-term debt, including current portion and bank indebtedness	6,793.1	7,585.3	(792.2)	See "Financing activities"
Deferred income tax	822.4	764.6	57.8	Impact of variances in activity on consolidated statement of income and consolidated statement of comprehensive income

¹ The "restricted cash" and "deferred subsidies" line items are combined for the purposes of the analysis.

² Assets less liabilities.

ADDITIONAL INFORMATION**Contractual obligations**

At December 31, 2025, material contractual obligations of operating activities included: capital repayment and interest on long-term debt and lease liabilities; capital expenditures and other commitments, including mobile devices; and obligations related to derivative financial instruments, less estimated future receipts on derivative financial instruments. Table 6 below shows a summary of these contractual obligations.

Table 6
Contractual obligations as of December 31, 2025
(in millions of Canadian dollars)

	Total	Under 1 year	1-3 years	3-5 years	5 years or more
Long-term debt ¹	\$ 6,824.3	\$ 491.6	\$ 1,438.2	\$ 2,086.0	\$ 2,808.5
Interest payments ²	1,383.8	199.9	477.6	329.5	376.8
Lease liabilities	373.3	110.3	169.0	70.3	23.7
Interest payments on lease liabilities	39.6	15.6	16.8	4.9	2.3
Capital expenditures and other commitments	1,097.0	878.0	176.3	29.2	13.5
Derivative financial instruments ³	(48.3)	20.1	—	(80.7)	12.3
Total contractual obligations	\$ 9,669.7	\$ 1,715.5	\$ 2,277.9	\$ 2,439.2	\$ 3,237.1

¹ The carrying value of long-term debt excludes financing costs.

² Estimated interest payable on long-term debt based on interest rates, hedging of interest rates and hedging of foreign exchange rates as of December 31, 2025.

³ Estimated future receipts, net of future disbursements, on derivative financial instruments related to foreign exchange hedging on the principal of U.S.-dollar-denominated debt.

Significant commitments included in Table 6

Videotron has agreements for the purchase of mobile devices and network equipment from suppliers, network-sharing agreements with other carriers, and agreements for the roll-out of LTE-A and 5G radio access technologies with Rogers Communications Inc. (“Rogers”). It also has an agreement with Comcast Corporation to operate an Internet Protocol Television (IPTV) delivery solution. As at December 31, 2025, the balance of those commitments stood at \$852.0 million.

Related party transactions

During the years ended December 31, 2025, 2024 and 2023, the Corporation incurred expenses with affiliated corporations, which are included in purchase of goods and services, and acquired property, plant and equipment and intangible assets from affiliated corporations. The Corporation also made sales to affiliated corporations. These transactions were accounted for at the consideration agreed between parties.

Table 7
Related party transactions
(in millions of Canadian dollars)

	2025	2024	2023
Ultimate parent and parent corporation:			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.5	2.5	2.6
Operating expenses recovered	(2.2)	(1.4)	(1.8)
Corporations under common control:			
Revenues	3.6	3.3	4.1
Purchase of goods and services	126.6	119.3	147.5
Operating expenses recovered	(3.6)	(2.6)	0.2
Other affiliated corporations			
Purchase of goods and services	51.2	52.2	30.5
Acquisition of property, plant and equipment and intangible assets	34.8	35.6	11.0

Management arrangements

The Corporation pays annual management fees to the parent corporation for services rendered to the Corporation, including internal audit, legal and corporate, financial planning and treasury, tax, real estate, human resources, risk management, public relations and other services. Management fees amounted to \$35.4 million in 2025 (\$30.5 million in 2024 and \$34.9 million in 2023). In addition, the parent corporation is entitled to the reimbursement of out-of-pocket expenses incurred in connection with the services provided under the agreement. These transactions were accounted for at the consideration agreed between the parties.

Off-balance sheet arrangements

Guarantees

In the normal course of business, the Corporation enters into numerous agreements containing guarantees, including the following:

Business and asset disposals

In the sale of all or part of a business or an asset, in addition to possible indemnification relating to failure to perform covenants and breach of representations or warranties, the Corporation may agree to indemnify against claims related to the past conduct of the business. Typically, the term and amount of such indemnification will be limited by the agreement. The nature of these indemnification agreements prevents the Corporation from estimating the maximum potential liability it could be required to pay to guaranteed parties. The Corporation has not accrued any amount in respect of these items on the consolidated balance sheets.

Outsourcing companies and suppliers

In the normal course of its operations, the Corporation enters into contractual agreements with outsourcing companies and suppliers. In some cases, the Corporation agrees to provide indemnifications in the event of legal procedures initiated against them. In other cases, the Corporation provides indemnification to counterparties for damages caused by the outsourcing companies and suppliers. The nature of the indemnification agreements prevents the Corporation from estimating the maximum potential liability it could be required to pay. No amount has been accrued in the consolidated balance sheets with respect to these indemnifications.

Financial instruments and financial risk management

The Corporation's financial risk-management policies have been established in order to identify and analyze the risks faced by the Corporation, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk-management policies are reviewed regularly to reflect changes in market conditions and in the Corporation's activities.

The Corporation uses a number of financial instruments, mainly cash and cash equivalents, restricted cash, trade receivables, contract assets, promissory notes from the parent corporation, bank indebtedness, trade payables, accrued liabilities, long-term debt, lease liabilities and derivative financial instruments.

In order to manage its foreign exchange and interest rate risks, the Corporation uses derivative financial instruments: (i) to set in CAN dollars future payments on debts denominated in U.S. dollars (interest and principal) and certain purchases of inventories and other capital expenditures denominated in a foreign currency; and (ii) to achieve a targeted balance of fixed- and floating-rate debt. The Corporation does not intend to settle its derivative financial instruments prior to their maturity as none of these instruments is held or issued for speculative purposes.

Table 8
Description of derivative financial instruments at December 31, 2025
(in millions of dollars)

Foreign exchange forward contracts

<u>Maturity</u>	<u>CAN dollar average exchange rate per one U.S. dollar</u>	<u>Notional amount sold</u>	<u>Notional amount bought</u>
Less than 1 year	1.3773	\$ 138.4	US\$ 100.5

Interest rate swaps

<u>Maturity</u>	<u>Notional amount</u>	<u>Pay/receive</u>	<u>Fixed rate</u>	<u>Floating rate</u>
2027	\$ 700.0	Pay fixed/ receive floating	3.213 %	Daily Compounded CORRA

Cross-currency swaps

<u>Hedged item</u>	<u>Hedging instrument</u>			
	<u>Period covered</u>	<u>Notional amount</u>	<u>Annual interest rate on notional amount in CAN dollars</u>	<u>CAN dollar exchange rate on interest and capital payments per one U.S. dollar</u>
Term credit facility	1-month period	US\$ 859.7	Daily Compounded CORRA + 1.037 %	1.3958
3.625% Senior Notes due 2029	2021 to 2029	US\$ 500.0	4.04 %	1.2109
5.700% Senior Notes due 2035	2024 to 2035	US\$ 700.0	5.10 %	1.3900

A gain on cash flow hedges of \$64.0 million was recorded under "Other comprehensive income" in 2025 (loss of \$76.2 million in 2024).

Fair value of financial instruments

The fair value of long-term debt is estimated based on quoted market prices when available or on valuation models. When the Corporation uses valuation models, the fair value is estimated based on discounted cash flows using period-end market yields or the market value of similar instruments with the same maturity.

The fair value of derivative financial instruments recognized on the consolidated balance sheets is estimated as per the Corporation's valuation models. These models project future cash flows and discount the future amounts to a present value using the contractual terms of the derivative financial instrument and factors observable in external market data, such as period-end swap rates and foreign exchange rates. An adjustment is also included to reflect non-performance risk, impacted by the financial and economic environment prevailing at the date of the valuation, in the recognized measure of the fair value of the derivative financial instruments by applying a credit default premium, estimated using a combination of observable and unobservable inputs in the market, to the net exposure of the counterparty or the Corporation.

The carrying value and fair value of long-term debt and derivative financial instruments as of December 31, 2025 and 2024 are as follows:

Table 9
Fair value of long-term debt and derivative financial instruments
(in millions of Canadian dollars)

Asset (liability)	2025		2024	
	Carrying value	Fair value	Carrying value	Fair value
Long-term debt¹	\$ (6,824.3)	\$ (6,849.3)	\$ (7,619.7)	\$ (7,540.0)
Derivative financial instruments²				
Foreign exchange forward contracts	(1.5)	(1.5)	6.9	6.9
Interest rate swaps	(7.2)	(7.2)	(7.2)	(7.2)
Cross-currency swaps	33.0	33.0	141.5	141.5

¹ The carrying value of long-term debt excludes financing costs.

² The net fair value of derivative financial instruments designated as cash flow hedges is an asset position of \$24.3 million as of December 31, 2025 (\$141.2 million in 2024).

In 2024, the fair value of investments in preferred shares in a subsidiary of the parent corporation and loans from the parent corporation was equivalent to their initial issuance values since these financial instruments have only been issued as part of transactions carried out for tax consolidation purposes of Quebecor Media and its subsidiaries.

Due to the judgment used in applying a wide range of acceptable techniques and estimates in calculating fair value amounts, fair values are not necessarily comparable among financial institutions or other market participants and may not be realized in an actual sale or on the immediate settlement of the instrument.

Credit risk management

Credit risk is the risk of financial loss to the Corporation if a customer or counterparty to a financial asset fails to meet its contractual obligations. It arises principally from amounts receivable from customers, including contract assets.

The gross carrying amounts of financial assets represent the maximum credit exposure. As of December 31, 2025, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1.05 billion (\$1.16 billion as of December 31, 2024).

In the normal course of business, the Corporation continuously monitors the financial condition of its customers and reviews the credit history of each new customer. The Corporation uses its customers' historical terms of payment and acceptable collection periods for each customer class, as well as changes in its customers' credit profiles, to define default on amounts receivable from customers, including contract assets.

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As of December 31, 2025, no customer balance represented a significant portion of the Corporation's consolidated trade receivables. The Corporation is using the expected credit losses method to estimate its provision for credit losses, which considers the specific credit risk of its customers, the expected lifetime of its financial assets, historical trends and economic conditions. As of December 31, 2025, the provision for expected credit losses represented 4.1% of the gross amount of trade receivables and contract assets (3.4% as of December 31, 2024), while 2.8% of trade receivables were 90 days past their billing date (3.3% as of December 31, 2024).

The following table shows changes to the provision for expected credit losses for the years ended December 31, 2025 and 2024:

Table 10
Provision for expected credit losses
(in millions of Canadian dollars)

	2025	2024
Balance at beginning of year	\$ 39.7	\$ 58.6
Changes in expected credit losses charged to income	49.9	49.5
Write-off	(46.7)	(68.4)
Balance at end of year	\$ 42.9	\$ 39.7

The Corporation believes that its product lines and the diversity of its customer base are instrumental in reducing its credit risk, as well as the impact of fluctuations in product-line demand. The Corporation does not believe that it is exposed to an unusual level of customer credit risk.

As a result of its use of derivative financial instruments, the Corporation is exposed to the risk of non-performance by a third party. When the Corporation enters into derivative contracts, the counterparties (either foreign or Canadian) must have credit ratings at least in accordance with the Corporation's risk-management policy and are subject to concentration limits. These credit ratings and concentration limits are monitored on an ongoing basis, but at least quarterly.

Liquidity risk management

Liquidity risk is the risk that the Corporation will not be able to meet its contractual obligations as they fall due and the risk that its financial obligations will have to be met at excessive cost. Among other things, the Corporation manages this exposure through staggered debt maturities. The weighted average term of the Corporation's consolidated debt was approximately 4.7 years as of December 31, 2025 and 2024. See also the "Contractual obligations" section.

Market risk

Market risk is the risk that changes in market prices due to foreign exchange rates, interest rates and/or equity prices will affect the value of the Corporation's financial instruments. The objective of market risk management is to mitigate and control exposures within acceptable parameters while optimizing the return on risk.

Foreign currency risk

Most of the Corporation's consolidated revenues, expenses and capital expenditures, other than interest expense on U.S.-dollar-denominated debt, purchases of set-top boxes, gateways, modems, mobile devices, the payment of royalties to certain business partners or service providers and certain costs related to the development and maintenance of its mobile network, are received or paid in CAN dollars. A significant portion of the interest, principal and premium, if any, payable on its debt is payable in U.S. dollars. The Corporation has entered into transactions to hedge the foreign currency risk exposure on its U.S.-dollar-denominated debt obligations outstanding as of December 31, 2025, and to hedge its exposure on certain purchases. Accordingly, the Corporation's sensitivity to variations in foreign exchange rates is economically limited.

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The estimated sensitivity on other comprehensive income, before income taxes, of a variance of \$0.10 in the year-end exchange rate of CAN dollars per one U.S. dollar used to calculate the fair value of financial instruments as of December 31, 2025 is as follows:

Increase (decrease)	Other comprehensive income
Increase of \$0.10	\$ 13.6
Decrease of \$0.10	(13.6)

A variance of \$0.10 in the 2025 average exchange rate of CAN dollars per one U.S. dollar would have resulted in a variance of \$5.4 million on the value of unhedged purchases of goods and services and \$9.9 million on the value of unhedged capital expenditures in 2025.

Interest rate risk

Some of the Corporation's bank credit facilities bear interest at floating rates based on the following reference rates: (i) Term Canadian Overnight Repo Rate Average ("CORRA") or Daily Compounded CORRA, (ii) Term Secured Overnight Financing Rate ("SOFR"), (iii) Canadian prime rate, or (iv) U.S. prime rate. The Senior Notes issued by the Corporation bear interest at fixed rates. The Corporation has entered into cross-currency swap agreements in order to manage cash flow risk exposure. As of December 31, 2025, after taking into account the hedging instruments, long-term debt consisted of 92.7% fixed-rate debt (84.9% in 2024) and 7.3% floating-rate debt (15.1% in 2024).

The estimated sensitivity on interest payments of a 100 basis-point variance in the year-end Canadian floating rates as of December 31, 2025 was \$4.9 million.

A variance of 100 basis points in the discount rate used to calculate the fair value of financial instruments as of December 31, 2025, would have an immaterial impact on other comprehensive income and no impact on income.

Capital management

The Corporation's primary objective in managing capital is to maintain an optimal capital base in order to support the capital requirements of its various businesses, including growth opportunities.

In managing its capital structure, the Corporation takes into account the asset characteristics of its subsidiaries and planned requirements for funds, leveraging their individual borrowing capacities in the most efficient manner to achieve the lowest cost of financing. Management of the capital structure involves the issuance and repayment of debt, the issuance and repurchase of shares, the use of cash flows generated by operations, and the level of distributions to the shareholder. The Corporation has not significantly changed its strategy regarding the management of its capital structure since the last financial year.

The Corporation's capital structure is composed of equity, bank indebtedness, long-term debt, lease liabilities, derivative financial instruments, cash and cash equivalents and promissory notes from the parent corporation. The capital structure as of December 31, 2025 and 2024 is as follows:

Table 11
Capital structure
(in millions of Canadian dollars)

	2025	2024
Bank indebtedness	\$ —	\$ 3.0
Long-term debt	6,793.1	7,582.3
Lease liabilities	373.3	378.5
Derivative financial instruments	(24.3)	(141.2)
Cash and cash equivalents	(128.0)	(39.9)
Promissory notes from the parent corporation	(996.0)	(996.0)
Net liabilities	6,018.1	6,786.7
Equity	\$ 827.5	\$ 339.0

The Corporation is not subject to any externally imposed capital requirements other than certain restrictions under the terms of its borrowing agreements, which relate, among other things, to permitted investments, inter-corporation transactions, and the declaration and payment of dividends or other distributions.

Contingencies and legal disputes

A number of legal proceedings against the Corporation are pending. Management of the Corporation does not expect the outcome to have a material adverse effect on the Corporation's results or on its financial position. Management has established provisions for claims or actions considering the facts of each case. The Corporation cannot determine when and if any payment will be made related to these legal proceedings. See also the risk factor "*The Corporation may be adversely affected by litigation and other claims.*" under "Item 3. Key Information – Risk Factors".

Critical accounting policies and estimates

Revenue recognition

The Corporation accounts for a contract with a customer only when all of the following criteria are met:

- the parties to the contract have approved the contract (in writing, orally or in accordance with other customary business practices) and are committed to perform their respective obligations;
- the entity can identify each party's rights regarding the goods or services to be transferred;
- the entity can identify the payment terms for the goods or services to be transferred;
- the contract has commercial substance (i.e. the risk, timing or amount of the entity's future cash flows is expected to change as a result of the contract); and
- it is probable that the entity will collect the consideration to which it is entitled in exchange for the goods or services to be transferred to the customer.

The portion of revenues that is invoiced and unearned is presented as "Deferred revenue" on the consolidated balance sheets. Deferred revenue is usually recognized as revenue in the subsequent year.

The Corporation provides services under multiple deliverable arrangements, mainly for mobile contracts in which the sale of mobile devices is bundled with telecommunication services over the contract term. The total consideration from a contract with multiple deliverables is allocated to all performance obligations in the contract based on the stand-alone selling price of each obligation. The total consideration can consist of an upfront fee or a number of monthly installments for the equipment sale and a monthly fee for the telecommunication service. Each performance obligation of multiple deliverable arrangements is then separately accounted for based on its allocated consideration amount.

The Corporation does not adjust the amount of consideration allocated to the equipment sale for the effects of a financing component since this component is not significant.

The Corporation recognizes each of its main activities' revenues as follows:

- operating revenues from subscriber services, such as television distribution, Internet access, wireline and mobile telephony, and OTT video services are recognized when services are provided;
- revenues from equipment sales to subscribers are recognized when the equipment is delivered;
- operating revenues related to service contracts are recognized in income on a straight-line basis over the period in which the services are provided; and
- wireline connection and mobile activation revenues are deferred and recognized respectively as revenues over the period of time the customer is expected to remain a customer of the Corporation and over the contract term.

When a mobile device and a service are bundled under a single mobile contract, the term of the contract is generally 24 months.

The portion of mobile revenues earned without being invoiced is presented as contract assets on the consolidated balance sheets. Contract assets are realized over the term of the contract.

Impairment of assets

For the purposes of assessing impairment, assets are grouped in cash-generating units (“CGUs”), which represent the lowest levels for which there are separately identifiable cash inflows generated by those assets. The Corporation reviews, at each balance sheet date, whether events or circumstances have occurred to indicate that the carrying amounts of its long-lived assets with finite useful lives may be less than their recoverable amounts. Goodwill, intangible assets having an indefinite useful life, and intangible assets not yet available for use are tested for impairment each financial year, as well as whenever there is an indication that the carrying amount of the asset, or the CGU to which an asset has been allocated, exceeds its recoverable amount. The recoverable amount is the higher of the fair value less costs of disposal and the value in use of the asset or the CGU. Fair value less costs of disposal represents the amount an entity could obtain at the valuation date from the asset’s disposal in an arm’s length transaction between knowledgeable, willing parties, after deducting the costs of disposal. The value in use represents the present value of the future cash flows expected to be derived from the asset or the CGU.

The Corporation uses the discounted cash flow method to estimate the recoverable amount, which is calculated with forecasts of future cash flows for a three-year period as estimated by the Corporation’s management and a perpetual growth rate used for cash flows beyond this three-year period. These forecasts and the perpetual growth rate considered each CGU’s past operating performance and market share as well as economic trends, along with specific and market industry trends and corporate strategies. The discount rate used by the Corporation is based on the weighted average cost of capital pertaining to each CGU, which reflects the current market assessment of: (i) the time value of money; and (ii) the risk specific to the assets for which the future cash flow estimates have not been risk-adjusted. The perpetual growth rate was determined with regard to the specific markets in which the CGUs participate. In certain circumstances, the Corporation can also estimate the fair value less cost of disposal with a market approach that consists of estimating the recoverable amount by using multiples of operating performance of comparable entities, transaction metrics and other financial information available, instead of primarily using the discounted cash flow method.

An impairment loss is recognized in the amount by which the carrying amount of an asset or a CGU exceeds its recoverable amount. When determining the recoverable amount of an asset or CGU, assessment of the information available at the valuation date is based on management’s judgment and may involve estimates and assumptions. Therefore, the judgment used in determining the recoverable amount of an asset or CGU may affect the amount of the impairment loss to be recorded to an asset or CGU.

Based on the data and assumptions used in its last impairment test, the Corporation believes that there is no significant amount of long-lived assets with finite useful lives, or goodwill and intangible assets with indefinite useful lives, on its books at this time that present a significant risk of impairment in the near future.

The net book value of goodwill as at December 31, 2025 was \$550.1 million, and the net book value of intangible assets with indefinite useful lives as at December 31, 2025 was \$2.76 billion.

Derivative financial instruments and hedge accounting

The Corporation uses various derivative financial instruments to manage its exposure to fluctuations in foreign currency exchange rates and interest rates. The Corporation does not hold or use any derivative financial instruments for speculative purposes. Under hedge accounting, the Corporation documents all hedging relationships between hedging instruments and hedged items, as well as its strategy for using hedges and its risk-management objective. It also designates its derivative financial instruments as either fair value hedges or cash flow hedges when they qualify for hedge accounting. The Corporation assesses the effectiveness of its hedging relationships at initiation and on an ongoing basis.

Under hedge accounting, the Corporation applies the following accounting policies:

- For derivative financial instruments designated as cash flow hedges, the effective portion of a hedge is reported in other comprehensive income until it is recognized in income during the same period in which the hedged item affects income, while the ineffective portion is immediately recognized in income. When a cash flow hedge is discontinued, the amounts previously recognized in accumulated other comprehensive income are reclassified to income when the variability in the cash flows of the hedged item affects income.
- For derivative financial instruments designated as fair value hedges, changes in the fair value of the hedging derivative recorded in income are substantially offset by changes in the fair value of the hedged item to the extent that the hedging relationship is effective. When a fair value hedge is discontinued, the carrying value of the hedged item is no longer adjusted and the cumulative fair value adjustments to the carrying value of the hedged item are amortized to income over the remaining term of the original hedging relationship. Interest expense on hedged long-term debt is reported at the hedged interest and foreign currency rates.

Any change in the fair value of derivative financial instruments that do not qualify for hedge accounting is recorded in the consolidated statements of income.

Pension plans and postretirement benefits

The Corporation offers defined contribution pension plans and defined benefit pension plans to some of its employees.

The Corporation's defined benefit obligations with respect to defined benefit pension plans and postretirement benefits are measured at present value and assessed on the basis of a number of economic and demographic assumptions which are established with the assistance of the Corporation's actuaries. Key assumptions relate to the discount rate, the rate of increase in compensation, retirement age of employees, healthcare costs, and other actuarial factors. Defined benefit pension plan assets are measured at fair value and consist mainly of equities and corporate and government fixed-income securities.

Re-measurements of the net defined benefit liability or asset are recognized immediately in other comprehensive income (loss).

Recognition of a net benefit asset is limited under certain circumstances to the amount recoverable, which is primarily based on the present value of future contributions to the plan, to the extent that the Corporation can unilaterally reduce those future contributions. In addition, an adjustment to the net benefit asset or the net benefit liability can be recorded to reflect a minimum funding liability in a certain number of the Corporation's pension plans. The assessment of the amount recoverable in the future and the minimum funding liability is based on a number of assumptions, including future service costs and future plan contributions.

The Corporation considers all the assumptions used to be reasonable in view of the information available at this time. However, variances from certain of those assumptions may have an impact on the costs and obligations of pension plans and postretirement benefits in future periods.

Stock-based compensation

Stock-based awards to employees that call for settlement in cash at the option of the employee, such as stock option awards, are accounted for at fair value and classified as a liability. The compensation cost is recognized in expenses over the vesting period. Changes in the fair value of stock-based awards between the grant date and the measurement date result in a change in the liability and compensation cost.

The fair value of stock option awards is determined by applying an option pricing model, taking into account the terms and conditions of the grant, the share price and assumptions such as the risk-free interest rate, distribution yield, expected volatility, and the expected remaining life of the option.

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Provisions

Provisions are recognized (i) when the Corporation has a present legal or constructive obligation as a result of a past event and it is probable that an outflow of economic benefits will be required to settle the obligation, and (ii) when the amount of the obligation can be reliably estimated.

A decommissioning obligation is accounted for when the Corporation has a legal obligation to dismantle its wireless network equipment on leased premises at the end of a lease. The obligation is calculated by discounting projected future dismantling costs. The accretion of the liability as the discount unwinds is recognized as a financial expense. When a decommissioning obligation is recognized, a corresponding asset in property, plant and equipment is also recognized.

Restructuring costs, primarily consisting of termination benefits, are recognized when a detailed plan for the restructuring exists and a valid expectation that the plan will be carried out has been raised in those affected.

Provisions are reviewed at each consolidated balance sheet date and changes in estimates are reflected in the consolidated statements of income in the reporting period in which the changes occur.

The amount recognized as a provision is the best estimate of the expenditures required to settle the present obligation at the balance sheet date or to transfer it to a third party at that time and it is adjusted for the effect of time value when material.

No amounts are recognized for obligations that are possible but not probable or for those for which an amount cannot be reasonably estimated.

Business acquisitions

A business acquisition is accounted for by the acquisition method. The cost of an acquisition is measured at the fair value of the consideration given in exchange for control of the business acquired at the acquisition date. This consideration can consist of cash, assets transferred, financial instruments issued, or future contingent payments. The identifiable assets and liabilities of the acquired business are recognized at their fair value at the acquisition date. Goodwill is measured and recognized as the excess of the fair value of the consideration paid over the fair value of the recognized identifiable assets acquired and liabilities assumed.

Determining the fair value of certain acquired assets, assumed liabilities and future contingent considerations requires judgment and involves complete and absolute reliance on estimates and assumptions. The Corporation primarily uses the discounted future cash flows approach to estimate the value of acquired intangible assets.

The estimates and assumptions used in the allocation of the purchase price at the date of acquisition may also have an impact on the amount of an impairment charge to be recognized, if any, after the date of acquisition, as discussed above under "Impairment of assets."

Interpretation of laws and regulations

Interpretation of laws and regulations, including those of the CRTC and tax regulations, requires judgment from management and could have an impact on revenue recognition, provisions, income taxes and capital expenditures in the consolidated financial statements.

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Tax credits and government assistance

The Corporation receives tax credits mainly related to its research and development activities and has access to several government programs designed to support large investment projects and the roll-out of telecommunications services in various regions of Québec. Government financial assistance is accounted for as revenue or as a reduction in related costs, whether capitalized and amortized or expensed, in the year the costs are incurred and when management has reasonable assurance that the conditions of the government programs are being met.

Interpretation of the application of government program terms may result in management estimates in accounting for government financial assistance. In addition, the Corporation is subject to audits by tax authorities at any time and it may take several years for a matter for which management has established a provision to be audited and resolved. Management believes that its estimates are reasonable and reflect the likely outcome of program tax audits, although the outcome could be different.

Income taxes

Deferred income taxes are accounted for using the liability method. Under this method, deferred income tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the carrying amounts of existing assets and liabilities in the consolidated financial statements and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted or substantively enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred income tax assets and liabilities is recognized in income in the period that includes the substantive enactment date. A deferred tax asset is recognized initially when it is probable that future taxable income will be sufficient to use the related tax benefits and may be reduced subsequently, if necessary, to an amount that is more likely than not to be realized.

The assessment of deferred income taxes is judgmental in nature and depends on assumptions and estimates as to the availability and character of future taxable income. The ultimate amount of deferred income tax assets realized could be slightly different from that recorded, since it is influenced by the Corporation's future operating results.

The Corporation is under audit at all times by various tax authorities in each of the jurisdictions in which it operates. A number of years may elapse before a particular matter for which management has established a reserve is audited and resolved. The number of years between each tax audit varies depending on the tax jurisdiction. Management believes that its estimates are reasonable and reflect the probable outcome of known tax contingencies, although the outcome is difficult to predict.

Leases

The Corporation recognizes, for most of its leases, a right-of-use asset and a lease liability at the commencement of a lease. The right-of-use asset and the lease liability are initially measured at the present value of lease payments over the lease term, less incentive payments received, using the Corporation's incremental borrowing rate or the interest rate implicit in the lease at that date. The term of the lease consists of the initial lease term and any additional period for which it is reasonably certain that the Corporation will exercise its extension option.

Right-of-use assets are depreciated over the shorter of the lease term or the useful life of the underlying asset.

Interest on lease liabilities is recorded in the consolidated statements of income as financial expenses and principal payments on the lease liability are presented as part of financing activities in the consolidated statements of cash flows.

Future changes to accounting standards

The IASB has issued the following accounting standard that will become effective for the annual period beginning on January 1, 2027, with early adoption permitted:

- IFRS 18, *Presentation and disclosure in financial statements* (replacing IAS 1, *Presentation of financial statements*), to set out additional requirements and guidance on the presentation of financial statements, especially on how information is presented in the statement of income and the statement of cash flows. The new standard will also require the disclosure of management-defined performance measures related to the statements of income, along with explanations on their use.

The Corporation is currently assessing the impact that adopting this new standard will have on its consolidated financial statements.

Non-IFRS financial measures

The financial measures not standardized under IFRS that are used by the Corporation to assess its financial performance, such as adjusted EBITDA, adjusted cash flows from operations, free cash flows and consolidated net debt leverage ratio, are not calculated in accordance with, or recognized by, IFRS. The Corporation's method of calculating these non-IFRS financial measures may differ from the methods used by other companies and, as a result, the non-IFRS financial measures presented in this document may not be comparable to other similarly titled measures disclosed by other companies.

Adjusted EBITDA

In its analysis of operating results, the Corporation defines adjusted EBITDA, as reconciled to net income under IFRS, as net income before depreciation and amortization, financial expenses, restructuring, impairment of assets and other, loss on debt refinancing and income taxes. Adjusted EBITDA as defined above is not a measure of results that is consistent with IFRS. It is not intended to be regarded as an alternative to IFRS financial performance measures or to the statement of cash flows as a measure of liquidity. This measure should not be considered in isolation or as a substitute for other performance measures prepared in accordance with IFRS. The Corporation's management and Board of Directors use this measure in evaluating its consolidated results. This measure eliminates the significant level of impairment and depreciation/amortization of tangible and intangible assets and is unaffected by the capital structure or investment activities of the Corporation.

Adjusted EBITDA is also relevant because it is a component of the Corporation's annual incentive compensation programs. A limitation of this measure, however, is that it does not reflect the capital expenditures and acquisitions of spectrum licences needed to generate revenues. The Corporation also uses other measures that do reflect capital expenditures, such as adjusted cash flows from operations and free cash flows. The Corporation's definition of adjusted EBITDA may not be the same as similarly titled measures reported by other companies.

Table 12 provides a reconciliation of adjusted EBITDA to net income as disclosed in the Corporation's consolidated financial statements. The consolidated financial information for the three-month periods ended December 31, 2025 and 2024 presented in Table 12 below is drawn from the Corporation's unaudited quarterly consolidated financial statements.

Table 12
Reconciliation of the adjusted EBITDA measure used in this report to the net income measure used in the consolidated financial statements
(in millions of Canadian dollars)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Adjusted EBITDA	\$ 2,383.2	\$ 2,335.4	\$ 2,230.3	\$ 589.8	\$ 565.9
Depreciation and amortization	(796.2)	(883.8)	(844.0)	(199.2)	(220.3)
Financial expenses	(274.3)	(340.9)	(331.0)	(63.0)	(78.9)
Restructuring, impairment of assets and other	(25.1)	(26.1)	(20.1)	(7.6)	(15.1)
Loss on debt refinancing	(13.2)	(0.9)	—	(13.2)	(0.9)
Income taxes	(302.0)	(255.4)	(237.7)	(80.5)	(58.3)
Net income	\$ 972.4	\$ 828.3	\$ 797.5	\$ 226.3	\$ 192.4

Adjusted cash flows from operations and free cash flows

Adjusted cash flows from operations

Adjusted cash flows from operations represents adjusted EBITDA less capital expenditures (excluding spectrum licence acquisitions). Adjusted cash flows from operations represents funds available for interest and income tax payments, expenditures related to restructuring programs, business acquisitions, acquisitions of spectrum licences, payment of dividends, reduction of paid-up capital, repayment of long-term debt and lease liabilities, and share repurchases. Adjusted cash flows from operations is not a measure of liquidity that is consistent with IFRS. It is not intended to be regarded as an alternative to IFRS financial performance measures or to the statement of cash flows as a measure of liquidity. Adjusted cash flows from operations is used by the Corporation's management and Board of Directors to evaluate the cash flows generated by its operations. Adjusted cash flows from operations is also relevant because it is a component of the Corporation's annual incentive compensation programs. The Corporation's definition of adjusted cash flows from operations may not be identical to similarly titled measures reported by other companies.

Free cash flows (formerly "free cash flows from operating activities")

Free cash flows represents cash flows provided by operating activities calculated in accordance with IFRS, less cash flows used for capital expenditures (excluding spectrum licence acquisitions), plus proceeds from disposal of assets. Free cash flows is used by the Corporation's management and Board of Directors to evaluate cash flows generated by the Corporation's operations. Free cash flows represents available funds for business acquisitions, acquisitions of spectrum licences, payment of dividends, repayment of long-term debt and lease liabilities, and share repurchases. Free cash flows is not a measure of liquidity that is consistent with IFRS. It is not intended to be regarded as an alternative to IFRS financial performance measures or to the statement of cash flows as a measure of liquidity. The Corporation's definition of free cash flows may not be identical to similarly titled measures reported by other companies.

Tables 13 and 14 provide a reconciliation of adjusted cash flows from operations and free cash flows to cash flows provided by operating activities reported in the consolidated financial statements. The consolidated financial information for the three-month periods ended December 31, 2025 and 2024 presented in Tables 13 and 14 is drawn from the Corporation's unaudited quarterly consolidated financial statements.

Table 13
Adjusted cash flows from operations
(in millions of Canadian dollars)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Adjusted EBITDA	\$ 2,383.2	\$ 2,335.4	\$ 2,230.3	\$ 589.8	\$ 565.9
Capital expenditures ¹	(633.8)	(579.1)	(536.7)	(179.7)	(135.3)
Adjusted cash flows from operations	\$ 1,749.4	\$ 1,756.3	\$ 1,693.6	\$ 410.1	\$ 430.6

¹ Reconciliation to cash flows used for capital expenditures as per consolidated financial statements	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Capital expenditures	\$ (633.8)	\$ (579.1)	\$ (536.7)	\$ (179.7)	\$ (135.3)
Net variance in current operating items related to capital expenditures (excluding government credits receivable for large investment projects)	18.5	13.5	0.7	31.6	52.4
Cash flows used for capital expenditures	\$ (615.3)	\$ (565.6)	\$ (536.0)	\$ (148.1)	\$ (82.9)

Table 14
Free cash flows and cash flows provided by operating activities reported in the consolidated financial statements
(in millions of Canadian dollars)

	Years ended December 31			Three months ended December 31	
	2025	2024	2023	2025	2024
Adjusted cash flows from operations from Table 13	\$ 1,749.4	\$ 1,756.3	\$ 1,693.6	\$ 410.1	\$ 430.6
Plus (minus)					
Cash portion of financial expenses	(265.6)	(331.9)	(323.0)	(60.9)	(76.8)
Cash portion of restructuring, impairment of assets and other	(19.8)	(12.6)	(20.6)	(6.4)	(3.3)
Current income taxes	(256.8)	(239.2)	(213.1)	(57.8)	(38.5)
Other	0.8	1.5	2.5	0.1	(0.4)
Net change in non-cash balances related to operating activities	186.5	2.5	(79.3)	30.2	(70.6)
Net variance in current operating items related to capital expenditures (excluding government credits receivable for large investment projects)	18.5	13.5	0.7	31.6	52.4
Free cash flows	1,413.0	1,190.1	1,060.8	346.9	293.4
Plus (minus)					
Cash flows used for capital expenditures (excluding spectrum licence acquisitions)	615.3	565.6	536.0	148.1	82.9
Proceeds from disposal of assets	(2.2)	(0.4)	(1.7)	(1.2)	(0.1)
Cash flows provided by operating activities	\$ 2,026.1	\$ 1,755.3	\$ 1,595.1	\$ 493.8	\$ 376.2

Consolidated net debt leverage ratio

The consolidated net debt leverage ratio represents consolidated net debt divided by the trailing 12-month adjusted EBITDA. Consolidated net debt represents total long-term debt plus bank indebtedness, lease liabilities and liabilities related to derivative financial instruments, less assets related to derivative financial instruments and cash and cash equivalents. The consolidated net debt leverage ratio serves to evaluate the Corporation's financial leverage and is used by management in decisions on the Corporation's capital structure, including its financing strategy, and in managing debt maturity risks. Consolidated net debt leverage ratio is not a measure established in accordance with IFRS. It is not intended to be used as an alternative to IFRS measures or the balance sheet to evaluate the Corporation's financial position. The Corporation's definition of consolidated net debt leverage ratio may not be identical to similarly titled measures reported by other companies.

Table 15 provides the calculation of consolidated net debt leverage ratio and the reconciliation to balance sheet items reported in the Corporation's consolidated financial statements.

Table 15
Consolidated net debt leverage ratio
(in millions of Canadian dollars)

	<u>Dec. 31, 2025</u>	<u>Dec. 31, 2024</u>	<u>Dec. 31, 2023</u>
Total long-term debt¹	\$ 6,824.3	\$ 7,619.7	\$ 7,645.3
Plus (minus)			
Lease liabilities ²	373.3	378.5	346.1
Bank indebtedness	—	3.0	—
Derivative financial instruments ³	(24.3)	(141.2)	(110.8)
Cash and cash equivalents	(128.0)	(39.9)	(8.0)
Consolidated net debt	<u>7,045.3</u>	<u>7,820.1</u>	<u>7,872.6</u>
Divided by:			
Trailing 12-month adjusted EBITDA ⁴	<u>\$ 2,383.2</u>	<u>\$ 2,335.4</u>	<u>\$ 2,329.6</u>
Consolidated net debt leverage ratio⁴	<u>2.96x</u>	<u>3.35x</u>	<u>3.38x</u>

¹ Excluding changes in the fair value of long-term debt related to hedged interest rate risk and financing costs.

² Total liabilities.

³ Assets less liabilities.

⁴ On a pro forma basis as at December 31, 2023, using Freedom's trailing 12-month adjusted EBITDA.

Key performance indicators

Revenue-generating unit

The Corporation uses RGU, an industry metric, as a key performance indicator. An RGU represents, as the case may be, subscriber connections to the mobile and wireline telephony services and subscriptions to the Internet access and television services. RGU is not a measurement that is consistent with IFRS and the Corporation's definition and calculation of RGU may not be the same as identically titled measurements reported by other companies or published by public authorities.

Average monthly mobile revenue per unit

The Corporation uses mobile ARPU, an industry metric, as a key performance indicator. This indicator is calculated by dividing mobile telephony revenues by the average number of mobile RGUs during the applicable period, and then dividing the resulting amount by the number of months in the applicable period. Mobile ARPU is not a measurement that is consistent with IFRS and the Corporation's definition and calculation of mobile ARPU may not be the same as identically titled measurements reported by other companies.

ITEM 6 – DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**A- Directors and Senior Management**

The following table sets forth certain information concerning Videotron's directors and executive officers at March 27, 2026:

Name and Municipality of Residence	Age	Position
CHANTAL BÉLANGER, FCPA, ASC-C.DIR ⁽¹⁾ Blainville, Québec	73	Director and Chair of the Audit and Risk Management Committee
ANDRÉ P. BROSSEAU Montréal, Québec	64	Director
MICHÈLE COLPRON, FCPA, ASC ⁽¹⁾ Saint-Lambert, Québec	62	Director
SYLVIE LALANDE, ASC-C.DIR Lachute, Québec	75	Director
LISE CROTEAU, FCPA, ASC ⁽¹⁾ Mont-Tremblant, Québec	65	Director
FRANTZ SAINTELLEMY ⁽¹⁾ Laval, Québec	52	Director
PIERRE KARL PÉLADEAU Montréal, Québec	64	President
JEAN B. PÉLADEAU Montréal, Québec	35	Senior Vice President and Chief Marketing Officer
MOHAMED DRIF Montréal, Québec	59	Senior Vice President and Chief Technology Officer
JEAN-FRANÇOIS LESCADRES Montréal, Québec	47	Senior Vice President and Chief Financial Officer
JEAN-FRANÇOIS PARENT Nuns' Island, Québec	46	Vice President and Treasurer

(1) Member of the Audit and Risk Management Committee.

Chantal Bélanger, *Director and Chair of the Audit and Risk Management Committee*. Ms. Bélanger has been a Director and member of the Audit and Risk Management Committee of Videotron, Quebecor and Quebecor Media since May 8, 2018. At the Laurentian Bank, where she held various positions from 1986 to 2006, she was Senior Vice President of Personal Banking Services for Québec, where she previously held the positions of Ombudsman and Director of Internal Audits and Information Systems. From 2012 to 2019, she was a Director, Vice President of the Board, Chair of the Internal Audit Committee and the Portfolio Valuation Committee and served on the Governance and Human Resources Committee at Capital régional et coopératif Desjardins. She was a Director and member of various board committees at Ovivo Inc. from 2011 to 2016, the year it was privatized. She was a Director and Chair of the Audit Committee at the Régie des Rentes du Québec from 2009 to 2015 and a Director at the Institut des administrateurs de sociétés from 2009 to 2013. She was a Director, Chair of the Audit Committee and a member of several committees for the Société des Alcools du Québec from 2002 to 2010. Ms. Bélanger has been a Director at the Société de services financiers Fonds FMOQ Inc. since 2014 and chairs its Audit Committee. Ms. Bélanger is a Fellow of the *Ordre des comptables professionnels agréés du Québec* (FCPA) and holds a certificate in Corporate Governance from the CAS. She is also a qualified corporate director (ASC). Ms. Bélanger has been the Chair of the Board of the *Collège des administrateurs de sociétés de l'Université Laval* (CAS) from September 2017 to May 2022 and has served on its board since 2016. From May 2005 to May 2025, Ms. Bélanger was as a Director, Chair of the Audit Committee and member of the Corporate Governance Committee of Lassonde Industries Inc.

André P. Brosseau, Director. Mr. Brosseau has been a Director of Videotron, Quebecor and Quebecor Media since May 12, 2016, and has been Chairman of the Executive Committee of Quebecor Media since May 2018. He was appointed Vice Chair of the Board of Quebecor and Quebecor Media on May 8, 2024. Mr. Brosseau was also a member of the Audit and Risk Management Committee of Videotron, Quebecor and Quebecor Media (between May 11, 2016 and December 31, 2024) as well as a member of the Human Resources and Corporate Governance Committee of Quebecor and Quebecor Media between May 10, 2017 and December 31, 2024). Mr. Brosseau is Chairman of the Board and Chief Executive Officer of Du Musée Investments Inc. (formerly Avenue Capital Markets BNB Inc.), a family office with private investments in Canada, the United States and Brazil that he founded in 2010. Mr. Brosseau is also Vice Chair and owner of Qintess (formerly Grupo Cimcorp Brazil), an IT company specializing in digital transformation and telecommunication infrastructure management with more than 3,000 employees. Mr. Brosseau was President of Blackmont Capital Markets in Toronto until June 2009 and then served as Chair of Québec Capital Markets until May 2010. From 1994 to 2007, he held various executive positions in the mergers and acquisitions industry, namely with CIBC. Mr. Brosseau holds a bachelor's degree (B.Sc.) in Politics and a master's degree (M.Sc.) in Political Science from the Université de Montréal. Mr. Brosseau is a director of Alithya Group inc. since September 2022. Mr. Brosseau is a member of the Canadian Football League (CFL) Board of Governors, representing the Montreal Alouettes.

Michèle Colpron, Director and member of the Audit and Risk Management Committee. Ms. Colpron has been a Director of Videotron since May 14, 2020. She has served as a Director of Quebecor and Quebecor Media since March 11, 2020. Ms. Colpron has been a member of the Audit and Risk Management Committee of Quebecor, Quebecor Media and Videotron since May 14, 2020 and of the Human Resources and Corporate Governance Committee since January 1, 2025. Ms. Colpron has over 30 years of experience in leadership roles in the financial services industry. She held senior positions from 2000 to 2012 at Caisse de dépôt et placement du Québec where she was Senior Vice President, Financial Management. She also was Vice President, Investment Administration and Vice President, Finance and Administration Private Equity. From 1993 to 1999, Ms. Colpron held senior positions as Chief Financial Officer at Merrill Lynch Bank (Suisse) S.A. and Finance and Human Resources Manager of Standard Chartered Bank (Switzerland) S.A. Her foray into the international business began in 1989 with Ernst & Young in London followed by Hong Kong in 1991 until 1993 as audit manager. Ms. Colpron is a member of the Board of Directors of the Canada Infrastructure Bank since 2017 and chairs its Finance and Audit Committee. She served on the Board of Directors of the Investment Industry Regulatory Organization of Canada (IIROC) from 2017 to 2022, she was Vice Chair from 2020 to 2021 and was Chair and member of various committees during that period. Ms. Colpron also served on the Board of Directors of the Fonds de solidarité FTQ from 2012 to 2022. She was also Vice Chair, corporate Director and member of various committees of the Professional Insurance Liability Fund of the Barreau of Québec between 2012 and 2020. Ms. Colpron is Fellow of the *Ordre des comptables professionnels agréés du Québec* (FCPA). She is also a qualified corporate director (ASC).

Sylvie Lalonde, Director. Ms. Lalonde has been a Director of Videotron since July 2014 and of Quebecor Media since May 2013. She has served as a Director of Quebecor since May 2011. She was appointed as Chair of the Board of Quebecor and Quebecor Media on May 8, 2024, and Chair of the Human Resources and Corporate Governance Committee on May 12, 2016. She previously held the positions of Lead Director of Quebecor and Quebecor Media from November 8, 2017, and Vice Chair on May 8, 2018 until her appointment as Chair of the Board on May 8, 2024. She has also been a Director of TVA Group since December 2001 and was appointed as Chair of the Board on March 10, 2014 and has been serving as Chair of the Human Resources and Corporate Governance Committee of TVA Group since May 2013. She held several senior positions in the media, marketing, communication marketing and corporate communications sectors. Until October 2001, she was the Chief Communications Officer of Bell Canada. From 1994 to 1997, she was President and Chief Executive Officer of UBI Consortium, a consortium formed to develop and manage interactive and transactional communication services. From 1987 to 1994, she occupied several senior positions at TVA Group and at Le Groupe Vidéotron ltée. Ms. Lalonde began her career in the radio industry, after which she founded her own consultation firm. In 2006, Ms. Lalonde earned a university certificate in corporate governance from the CAS. She is also a qualified corporate director (ASC). Ms. Lalonde was Director, Lead Director and Chair of the Corporate Governance and Human Resources Committee of Ovivo Inc. until its privatisation in September 2016. From November 2013 to September 2017, Ms. Lalonde was Chair of the Board of the CAS. From April 2017 to December 2019, she was Chair of the Board of Capital régional et coopératif Desjardins.

Lise Croteau, Director and member of the Audit and Risk Management Committee. Ms. Croteau has been a Director and member of the Audit and Risk Management Committee of Videotron since May 2022 and a Director and member of the Human Resources and Corporate Governance Committee of Quebecor and Quebecor Media since June 16, 2019. She has also been a member of the Audit and Risk Management Committee of Quebecor and Quebecor Media since May 2022. Ms. Croteau has been a chartered professional accountant since 1984 and was named a Fellow of the *Ordre des comptables professionnels agréés du Québec* (FCPA) in 2008. She is also a qualified corporate director (ASC). She was, from 2015 until March 31, 2018, Executive Vice President and Chief Financial Officer of Hydro-Québec. In this role, her mandate included orienting, developing and overseeing all financial, regulatory and management accounting activities, as well as financial planning, taxation, financial control and risk management. In addition, she was responsible for Hydro-Québec's financial statements and reports. She joined Hydro-Québec in 1986, successively holding management positions. She also served as Acting President and Chief Executive Officer from May to July 2015. In 2016, she ranked among Canada's Most Powerful Women: Top 100 Award Winners, a distinction bestowed by the Women's Executive Network (WXN). In 2017, the Québec Chapter of Financial Executives International Canada (FEI Canada) presented her with the Ace of Finance award in the Financial Executive of a Large Corporation category. Ms. Croteau currently serves as a Director, is the Chair of the Audit Committee and member of the Investment and Risk management Committee of Boralex Inc. Since May 2019, she has also served as a Director and as a member of the Audit Committee of TotalEnergies SE, and since 2025, serves as Chair of its Audit Committee. Ms. Croteau is governor of the *Université de Sherbrooke's Fondation de recherche en administration* (FRAUS), foundation for which she also served as a Director until May 2019. Ms. Croteau was a Director of the Montréal Heart Institute Foundation and a member of its Audit Committee until April 2019. She also served on the Board of Directors of the Montréal Museum of Fine Arts.

Frantz Saintelémy, Director and member of the Audit and Risk Management Committee. Mr. Saintelémy has been a Director and member of the Audit and Risk Management Committee of Videotron since May 8, 2025 and a Director and member of Audit and Risk Management Committee of Quebecor and Quebecor Media since May 8, 2025. Mr. Saintelémy is an entrepreneur, technology executive and corporate director with over 25 years of international leadership experience in advanced technology industries, including semiconductors, artificial intelligence, sensing systems and automotive technologies. He has extensive executive management experience, having served as President and Chief Executive Officer of several technology companies, including LeddarTech Holdings, where he led the company through its public listing on the Nasdaq in 2023. Over the course of his career, he has raised more than \$1 billion in financing, led multiple mergers and acquisitions transactions, and two initial public offerings. Mr. Saintelémy has significant governance and audit committee experience, having served for more than a decade on the boards and audit committees of public and private companies as well as large institutions in Canada, the United States and Europe. His governance experience includes organizations operating in highly regulated and technology-intensive sectors. He currently serves as Chancellor and Chair of the Board of the Université de Montréal and is Co-founder and Chief Executive Officer of Qvyon Technologies Inc. His executive leadership roles have included responsibility for corporate strategy, financial performance, capital allocation, risk management and operational oversight in both publicly listed and privately held organizations. Mr. Saintelémy holds an MBA and has extensive experience in board leadership and corporate governance.

Pierre Karl Péladeau, President. Mr. Péladeau was appointed to his current position in June 2021. Mr. Péladeau is also President and Chief Executive Officer of Quebecor and Quebecor Media since February 15, 2017, and is also assuming, on an interim basis, the responsibilities of President of TVA Group. Prior to that, Mr. Péladeau entered politics in 2014. He ran as the Parti Québécois candidate in Saint-Jérôme riding and was elected to Québec's National Assembly in April 2014. He became the party's leader on May 15, 2015 and served as Leader of the Official Opposition in the National Assembly until May 2, 2016. Mr. Péladeau joined Quebecor's communications division in 1985 as Assistant to the President. Since then, he has occupied various positions within the Quebecor group of companies. Namely, Mr. Péladeau was a Director of Quebecor Media from August 2000 to March 2014 and of Quebecor from April 1992 until March 2014. In May 2013, he was appointed Chairman of the Board of Directors of Quebecor Media, Videotron, TVA Group and Sun Media Corporation and was also appointed Vice Chairman of the Board of Directors of Quebecor. Mr. Péladeau was President and Chief Executive Officer of Quebecor Media and of Quebecor from April 2009 until May 2013. Mr. Péladeau has chaired numerous other boards of Directors, namely *La Fondation de l'entrepreneuriat* (2011-2014) and Hydro-Québec (2013-2014). Mr. Péladeau is active in many charitable and cultural organizations. Pierre Karl Péladeau is the brother of Érik Péladeau and Jean B. Péladeau.

Jean B. Péladeau, Senior Vice President and Chief Marketing Officer. Mr. Péladeau was appointed to his current position in August 2024. Since he began working for Quebecor and its subsidiaries in 2010, Mr. Péladeau has developed deep expertise in telecommunications, data management and digital advertising monetization and has been responsible for overseeing priority multi-sector strategies since 2010. Mr. Péladeau has held positions in various areas of the business, including Regulatory Affairs at the Quebecor head office, Marketing at Videotron, and at Quebecor Expertise Media. Mr. Péladeau has also led a multi-disciplinary team of strategists and technologists working to achieve the Corporation's digital value objectives. Mr. Péladeau sits on the boards of directors of Léger Marketing Inc. the Fondation du CHUM, Etiya, Otogo, the Fondation Jean-Neveu and the Pavillon Pierre-Péladeau. Mr. Péladeau is also a director and a member of the Executive Committee of Quebecor Media. He holds a B.A. in Communication and Media Studies from Carleton University.

Mohamed Drif, Senior Vice President and Chief Technology Officer. Mr. Drif was appointed to his current position in November 2018. Prior to that, he was Vice President and Chief Network Officer. From October 2016 to January 2018, he was Vice President, Engineering, Networks. Prior to that, he was Vice President, Engineering, Wireline Network and Project Management Office. He also served as General Manager; Network planning, Head Ends and Optics from 2008 to 2011. Mr. Drif joined Videotron in March 1999 as Supervisor Fiber Optics Management. He was appointed Director Fiber Network in June 2000, Director Network planning, Head Ends and Geomatic in January 2002 and Senior Director Network Planning, Head Ends and Optics in February 2003. Mr. Drif previously worked at Cable Axion as Director of Engineering and has also worked in the field of software development in France. Mr. Drif holds a State Engineer degree from the University of Oran in Algeria. He is member of the *Ordre des ingénieurs du Québec*.

Jean-François Lescadres, Senior Vice President and Chief Financial Officer. Mr. Lescadres was appointed to his current position in August 2024. In this position, Mr. Lescadres is responsible for managing the entire financial sector of Videotron and Freedom, including the procurement department, in addition to managing the retail network teams. Prior to his current position, Mr. Lescadres spent the last eighteen years in various positions in the organization, most recently as Vice President Finance from December 2021 to August 2024. Prior to this position, he occupied key operations positions both for Videotron business operations as well as for its retail team. Mr. Lescadres holds a bachelor's degree in Business from HEC Montréal and is also a member of the *Ordre des comptables professionnels agréés du Québec*.

Jean-François Parent, Vice President and Treasurer. Mr. Parent was appointed Vice President and Treasurer in December 2018. He has also served as Vice President and Treasurer of Quebecor and Quebecor Media since December 2018. Prior to that date, he was Senior Director Financing and M&A of Quebecor Media. Mr. Parent joined Quebecor Media in 2006 and has assumed various responsibilities in treasury, corporate finance and mergers and acquisitions since then. Mr. Parent holds a M.Sc. in Finance from Université de Sherbrooke and is a member of the Montréal chapter of the CFA Institute and a member of the *Ordre des comptables professionnels agréés du Québec*.

B- Compensation

Videotron's directors do not receive any remuneration for acting in their capacity as directors of Videotron. Since July 1, 2013, the Chairman of Videotron's Audit and Risk Management Committee receives an annual fee of \$25,000 while the other three members receive an annual fee of \$10,000. Directors are reimbursed for their reasonable out-of-pocket expenses incurred in connection with meetings of Videotron's Board of Directors and Videotron's Audit and Risk Management Committee. During the financial year ended December 31, 2025, the amount of compensation (including benefits in kind) paid to six of Videotron's directors for services in all capacities to Videotron and its subsidiaries was \$51,456. None of Videotron's Directors have contracts with Videotron or any of its subsidiaries that provide for benefits upon termination of employment.

The aggregate amount of compensation Videotron paid for the year ended December 31, 2025, to its executive officers as a group, excluding those who are also executive officers of, and compensated by, Quebecor Media, was approximately \$5.2 million, including salaries, bonuses and benefits in kind.

Quebecor's Stock Option Plan

Under a stock option plan established by Quebecor, 26,000,000 Quebecor Class B Shares have been set aside for Directors, officers, senior employees and other key employees of Quebecor and its subsidiaries, including Videotron. The exercise price of each option is equal to the weighted average trading price of Quebecor Class B Shares on the Toronto Stock Exchange over the last five trading days immediately preceding the grant of the option. Each option may be exercised during a period not exceeding ten years from the date granted. As per the provisions of the plan, options usually vest as follows: $\frac{1}{3}$ after one year, $\frac{2}{3}$ after two years, and 100% three years after the original grant. The Board of Directors of Quebecor may, at its discretion, affix different vesting periods at the time of each grant. Thus, since 2018, when granting options, the Board of Directors has determined that options would vest equally over three years with the first 33 $\frac{1}{3}$ % vesting on the third anniversary of the date of the grant. Also, in April 2023, following the acquisition of Freedom and the Corporation's expansion outside of Québec, the Board of Directors granted options vesting equally over three years with the first 33 $\frac{1}{3}$ % vesting on the first anniversary of the date of the grant and with exercise performance conditions. Holders of options under the Quebecor stock option plan have the choice, when they want to exercise their options, to acquire Quebecor Class B Shares at the corresponding option exercise price or to receive a cash payment from Quebecor equivalent to the difference between the market value of the underlying shares and the exercise price of the option. By signing the notice of grant they have received, holders of options have committed to obtaining Quebecor's consent before exercising their right to purchase the shares for which they wish to exercise their options.

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During the year ended December 31, 2025, 1,465,000 options to purchase Quebecor Class B Shares were granted to officers and employees of Videotron (excluding Directors, officers and employees who, at the date of grant, were Directors, officers or employees at multiple Quebecor Media group of companies). As of December 31, 2025, a total of 4,488,236 options to purchase Quebecor Class B Shares, with a weighted average exercise price of \$35.14 per share, were held by officers and employees of Videotron for acting in such capacity. The closing sale price of the Quebecor Class B Shares on the TSX on December 31, 2025, was \$51.70.

Quebecor's DSU plan

On July 13, 2016, Quebecor established a deferred share units ("DSU") plan for its employees and those of its subsidiaries based on Quebecor Class B shares. The DSUs vest over six years and will be redeemed for cash only upon the participant's retirement or termination of employment, as the case may be. DSUs entitle the holders to receive additional units when dividends are paid on Quebecor Class B shares. As of December 31, 2025, an aggregate total of 3,721 DSUs granted to officers of Videotron remain outstanding.

Pension Benefits

Both Quebecor Media and Videotron maintain pension plans for Videotron's non-unionized employees and certain officers.

Videotron's pension plan provides pension benefits to Videotron's executive officers equal to 2% of salary (excluding bonuses) for each year of membership in the plan. The pension benefits so calculated are payable at the normal retirement age of 65 years, or sooner at the election of the executive officer, subject to an early retirement reduction. In addition, the pension benefits may be deferred, but not beyond the age limit under the relevant provisions of the *Income Tax Act* (Canada) (the "Tax Act"), in which case the pension benefits are adjusted to take into account the delay in their payment in relation to the normal retirement age. The maximum pension benefits payable under such pension plan are as prescribed under the Tax Act. An executive officer contributes to this plan an amount equals to 5% of his or her salary up to a maximum of \$9,831 as of December 31, 2025. Videotron changed this pension plan to a defined contribution plan for new employees hired on and after May 1, 2012. Videotron provides a defined contribution plan for Freedom's employees since its acquisition on April 3, 2023. Videotron reserves the right, in exceptional circumstances, to override the above conditions in order to allow an executive officer to join the pension plan as of the date of hire or any subsequent date.

Quebecor Media's pension plan provides greater pension benefits to eligible executive officers than it does to other employees. The higher pension benefits under this plan equal 2% of the average salary over the best five consecutive years of salary (including bonuses), multiplied by the number of years of membership in the plan as an executive officer. The pension benefits so calculated are payable at the normal retirement age of 65 years, or sooner at the election of the executive officer, and, from age 61, without early retirement reduction. In addition, the pension benefits may be deferred, but not beyond the age limit under the relevant provisions of the Tax Act, in which case the pension benefits are adjusted to take into account the delay in their payment in relation to the normal retirement age. The maximum pension benefits payable under Quebecor Media's pension plan are as prescribed by the Tax Act and are based on a maximum salary of \$196,611. An executive officer contributes to this plan an amount equals to 5% of his or her salary up to a maximum of \$9,831 as of December 31, 2025. Videotron has no liability regarding Quebecor Media's pension plan. Quebecor Media closed this pension plan to all new employees hired on and after December 27, 2008. However, Quebecor Media reserves the right, in exceptional circumstances, to override the above conditions in order to allow an executive officer to join the pension plan as of the date of hire or any subsequent date. New employees are eligible to enroll in a retirement savings plan.

The total amount Videotron contributed for the year ended December 31, 2025 to provide the pension benefits to its senior executives, as a group, was \$88,800. For a description of the amount set aside or accrued for pension plans and post-retirement benefits by Videotron to all participants, refer to Note 26 of its audited consolidated financial statements for the year ended December 31, 2025 included under "Item 18. Financial Statements" of this annual report.

The table below indicates the annual pension benefits that would be payable at the normal retirement age of 65 years under both Quebecor Media's and Videotron's pension plans:

Compensation	Years of Participation				
	10	15	20	25	30
\$196,611	\$ 39,322	\$ 58,983	\$ 78,644	\$ 98,306	\$ 117,967

C- Board Practices

Reference is made to “A. Directors and Senior Management” above for the current term of office, if applicable, and the period during which Videotron’s directors and senior management have served in that office.

There are no directors’ service contracts with Videotron or any of its subsidiaries providing for benefits upon termination of employment.

Videotron’s Board of Directors is comprised of six directors. Each director is nominated and elected by Quebecor Media, Videotron’s parent corporation, to serve until a successor director is elected or appointed. Videotron’s Board of Directors has an Audit and Risk Management Committee, but Videotron does not have a compensation committee. The Human Resources and Corporate Governance Committee of Quebecor Media decides certain matters relating to the compensation of officers and employees of Videotron.

Audit and Risk Management Committee

Videotron’s Audit and Risk Management Committee is currently composed of four Directors, namely Ms. Chantal Bélanger, Ms. Michèle Colpron, Ms. Lise Croteau and Mr. Frantz Saintelémy. Ms. Bélanger is the Chair of Videotron’s Audit and Risk Management Committee. Videotron’s Board of Directors has determined that more than one of the members of the Audit and Risk Management Committee is an “audit committee financial expert” as defined under SEC rules. See “Item 16A. Audit Committee Financial Expert”. Videotron’s Board of Directors has adopted the mandate of its Audit and Risk Management Committee in light of the Sarbanes-Oxley Act of 2002 and related SEC rulemaking. Videotron’s Audit and Risk Management Committee assists its Board of Directors in overseeing i) the effectiveness of internal and financial controls and reporting, ii) the quality and integrity of the presentation of the financial statements and financial information and iii) the processes of identifying and managing enterprise risks. Videotron’s Audit and Risk Management Committee also oversees its compliance with financial covenants and legal and regulatory requirements governing financial disclosure matters and financial risk management.

The current mandate of Videotron’s Audit and Risk Management Committee provides, among other things, that its Audit and Risk Management Committee reviews Videotron’s annual and quarterly financial statements before they are submitted to its Board of Directors, as well as the financial information contained in its annual reports on Form 20-F, Videotron’s management’s discussion and analysis of financial condition and results of operations, its quarterly reports furnished to the SEC under cover of Form 6-K and other documents containing similar information before their public disclosure or filing with regulatory authorities; reviews Videotron’s accounting policies and practices; and discusses with Videotron’s independent auditors the scope of their audit, as well as its auditors’ recommendations and observations with respect to the audit, its accounting policies and financial reporting, and the responses of its management with respect thereto. Videotron’s Audit and Risk Management Committee is also responsible for ensuring that Videotron has in place adequate and effective internal control and management information systems to monitor its financial information and to ensure that its transactions with related parties are made on terms that are fair for Videotron. Videotron’s Audit and Risk Management Committee pre-approves all audit services and permitted non-audit services and pre-approves all the fees pertaining to those services that are payable to its independent auditor, and submits the appropriate recommendations to Videotron’s Board of Directors in connection with these services and fees. At least every five years, Videotron’s Audit and Risk Management Committee carries out an assessment of the external auditor. It also reviews and approves its Code of Ethics applicable to its President and Chief Executive Officer and principal financial officers. Lastly, it also reviews and oversees risk management, particularly including operational risks related to information technology, cybersecurity as well as financial, fraud and regulatory risks, and oversees the effectiveness of the measures put in place to control these risks.

Liability Insurance

Quebecor Media carries liability insurance for the benefit of its directors and officers, as well as for the directors and officers of its subsidiaries, including Videotron and its subsidiaries, against certain liabilities incurred by them in such capacity. These policies are subject to customary deductibles and exceptions. The premiums in respect of this insurance are entirely paid by Quebecor Media, which is then reimbursed by its subsidiaries, including Videotron, for their rateable portion thereof.

D- Employees

As of December 31, 2025, Videotron had 6,833 employees. As of December 31, 2024 and 2023, Videotron had 7,195 and 7,295 employees respectively. Most Videotron employees are based and work in the province of Québec. Videotron had 3,878 unionized employees and their conditions of employment are governed by one of its six regional collective agreements. There are two collective agreements covering unionized employees in the regions of Québec (424 unionized employees) and Saguenay (205 unionized employees), which are in effect until December 31, 2026. The collective agreement covering 155 unionized employees in the Gatineau region has been renewed until August 31, 2027. The collective agreement covering 2,314 unionized employees in the region of Montreal is in effect until December 31, 2030. The Corporation also entered into a collective agreement covering the 759 employees of Freedom, which will expire on October 30, 2027. Finally, the collective agreement covering 21 unionized employees of SETTE Inc., a subsidiary of Videotron, expired on December 31, 2024 and negotiations are in progress.

E- Share Ownership

No Videotron equity securities are held by any of its directors or senior executive officers.

F- Disclosure of a Registrant’s Action to Recover Erroneously Awarded Compensation

Not applicable.

ITEM 7 – MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A- Major Shareholders

Videotron is a wholly owned subsidiary of Quebecor Media, a leading Canadian-based media and telecommunications company with interests in newspaper publishing operations, television broadcasting, telecommunications, book and magazine publishing and new media services. Through these interests, Quebecor Media holds leading positions in the creation, promotion and distribution of news, entertainment and Internet related services that are designed to appeal to audiences in every demographic category.

Quebecor owns a 100% voting and equity interest in Quebecor Media. The primary asset of Quebecor, a communications holding company, is its interest in Quebecor Media.

B- Related Party Transactions

Videotron enters into related party transactions from time to time. These related party transactions are further described under “Item 5. Operating and Financial Review and Prospects – Cash Flow and Financial Position – Financial Position as of December 31, 2025” and in Note 25 to Videotron’s audited consolidated financial statements included under “Item 18. Financial Statements” in this annual report. These related party transactions have been accounted for at the consideration agreed between parties:

	As of December 31,		
	2025	2024	2023
	(in millions)		
Ultimate Parent and Parent Corporation:			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.5	2.5	2.6
Operating expenses recovered	(2.2)	(1.4)	(1.8)
Corporations Under Common Control:			
Revenues	3.6	3.3	4.1
Purchase of goods and services	126.6	119.3	147.5
Operating expenses recovered	(3.6)	(2.6)	0.2
Other affiliated corporations:			
Purchase of goods and services	51.2	52.2	30.5
Acquisition of property, plant and equipment and intangible assets	34.8	35.6	11.0

Management fee

Videotron pays annual management fees to the parent corporation for services rendered to Videotron, including internal audit, legal and corporate, financial planning and treasury, tax, real estate, human resources, risk management, public relations and other services. Management fees amounted to \$35.4 million in 2025 (\$30.5 million in 2024 and \$34.9 million in 2023). In addition, the parent corporation is entitled to the reimbursement of out-of-pocket expenses incurred in connection with the services provided under the agreement. These transactions were accounted for at the consideration agreed between the parties.

Income tax transactions

On October 8, 2025, 9511-8063 Québec Inc. redeemed 1,530,000 preferred shares, Series G for a total cash consideration of \$1,530.0 million. On the same day, the Corporation used the total proceeds of \$1,530.0 million to repay its subordinated loan contracted from Quebecor Media.

On April 17, 2024, the Corporation contracted a subordinated loan of \$1,530.0 million from Quebecor Media, bearing interest at a rate of 9.25%, payable semi-annually, and maturing on April 17, 2054. On the same day, the Corporation invested the total proceeds of \$1,530.0 million into 1,530,000 preferred shares, Series G, of 9511-8063 Québec Inc., an affiliated corporation. These shares carry the right to receive an annual dividend of 9.35%, payable semi-annually.

On November 1, 2023, 9346-9963 Québec Inc. redeemed 1,595,000 preferred shares, Series C for a total cash consideration of \$1,595.0 million. On the same day, the Corporation used the total proceeds of \$1,595.0 million to repay its subordinated loan contracted from Quebecor Media.

All these transactions were carried out for tax consolidation purposes of Quebecor Media and its subsidiaries.

Purchase of shares of Quebecor Media and subsidiary subordinated loans

Unlike corporations in the United States, corporations in Canada are not permitted to file consolidated tax returns. As a result, Videotron enters into certain transactions from time to time that have the effect of using tax losses within the Quebecor Media group. These transactions are described further under “Item 5. Operating and Financial Review and Prospects – Cash Flow and Financial Position – Financial Position as of December 31, 2025” and in Note 25 to Videotron’s audited consolidated financial statements which are included under “Item 18. Financial Statements” in this annual report.

C- Interests of Experts and Counsel

Not applicable.

ITEM 8 – FINANCIAL INFORMATION

A- Consolidated Statements and Other Financial Information

Videotron’s consolidated balance sheets as of December 31, 2025 and 2024, and its consolidated statements of income, comprehensive income, equity and cash flows for the years ended December 31, 2025, 2024 and 2023, including the notes thereto and together with the report of the Independent Registered Public Accounting Firm, are included beginning on page F-1 of this annual report.

Legal Proceedings

Videotron and its subsidiaries are involved in a number of legal proceedings as defendants or plaintiffs which are pending. In the opinion of Videotron’s management, the outcome of these proceedings is not expected to have a material adverse effect on Videotron’s results or financial position. For more information on legal proceedings involving the Corporation, see also the risk factor “*The Corporation may be adversely affected by litigation and other claims.*” under “Item 3. Key Information – Risk Factors” of this annual report.

Dividend Policy

During the years ended December 31, 2025, December 31, 2024, and December 31, 2023, Videotron paid aggregate cash dividends on its common shares of \$569,000,000, \$590,000,000 and \$421,000,000, respectively. Videotron currently expects to pay dividends and other distributions on its common shares in the future. The declaration and payment of dividends and other distributions is in the sole discretion of Videotron’s Board of Directors, and any decision regarding the declaration of dividends and other distributions will be made by its Board of Directors depending on, among other things, its financial resources, the cash flows generated by its business, its capital needs, and other factors considered relevant by its Board of Directors, including the terms of its indebtedness and applicable law.

B- Significant Changes

Except as otherwise disclosed in this annual report, there has been no other significant change in Videotron’s financial position since December 31, 2025.

ITEM 9 – THE OFFER AND LISTING

A- Offer and Listing Details

Not applicable.

B- Plan of Distribution

Not applicable.

C- Markets

Outstanding Notes

On November 20, 2025, Videotron issued and sold \$800.0 million aggregate principal amount of its 3.950% Senior Notes due October 15, 2032, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On November 8, 2024, Videotron issued and sold US\$700.0 million aggregate principal amount of its 5.700% Senior Notes due January 15, 2035, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

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On June 21, 2024, Videotron issued and sold \$600.0 million aggregate principal amount of its 4.650% Series 1 Senior Notes due July 15, 2029. Videotron also issued \$400.0 million aggregated principal amount of its 5.000% Series 2 Senior Notes due July 15, 2034, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On June 17, 2021, Videotron issued and sold \$750.0 million aggregate principal amount of its 3½% Senior Notes due June 15, 2028. Videotron also issued US\$500.0 million aggregated principal amount of its 3½% Senior Notes due June 15, 2029, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On January 22, 2021, Videotron issued and sold \$650.0 million aggregate principal amount of its 3½% Senior Notes due January 15, 2031, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On October 8, 2019, Videotron issued and sold \$800.0 million aggregate principal amount of its 4½% Senior Notes due January 15, 2030, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

Videotron is the issuer of all of these outstanding Senior Notes. On January 28, 2026, after the end of the period covered by this Annual Report, all of the subsidiary guarantors under these outstanding Senior Notes and Videotron's Credit Agreement were simultaneously released as guarantors.

There is currently no established trading market for Videotron's Senior Notes. There can be no assurance as to the liquidity of any market that may develop for its outstanding Senior Notes, the ability of the holders of any such Senior Notes to sell them or the prices at which any such sales may be made. Videotron has not and does not presently intend to apply for a listing of its outstanding Senior Notes on any exchange or automated dealer quotation system.

The record holder of Videotron's 3½% Senior Notes due 2029 and its 5.700 % Senior Notes due 2035 is Cede & Co., a nominee of The Depository Trust Company, and the record holder of its 3½% Senior Notes due 2028, its 4.650 % Senior Notes due 2029, its 4½% Senior Notes due 2030, its 3½% Senior Notes due 2031, its 3.950% Senior Notes due 2032 and its 5.000% Senior Notes due 2034 is CDS Clearing and Depository Services Inc.

D- Selling Shareholders

Not applicable.

E- Dilution

Not applicable.

F- Expenses of the Issue

Not applicable.

ITEM 10 – ADDITIONAL INFORMATION

A- Share Capital

Not applicable.

B- Memorandum and Articles of Association

The Articles of Amalgamation of Videotron, dated as of January 4, 2018 are referred to as Videotron's "Articles". Videotron's Articles are included as exhibits to this annual report. The following is a summary of certain provisions of the Corporation's Articles and by-laws:

Since its coming into force on February 14, 2011, Videotron is governed by the *Business Corporations Act* (Québec). On January 4, 2018, Vidéotron ltée and 9370-5762 Québec inc. amalgamated, under the *Business Corporations Act* (Québec), into a single corporation using the name "Videotron Ltd." (or "Vidéotron ltée" in French) with the designating number 1173288326. Previously, on July 1, 2006, Vidéotron ltée and 9101-0827 Québec inc. amalgamated, under Part IA of the *Companies Act* (Québec), into a single corporation using the name "Videotron Ltd." (or "Vidéotron ltée" in French) with the designating number 1163819882. The Articles provide no restrictions on the purposes or activities that may be undertaken by Videotron.

1. (a) The Corporation's by-laws provide that a director must disclose the nature and value of any interest he has in a contract or transaction to which the Corporation is a party. A director must also disclose a contract or transaction to which the Corporation and any of the following are a party:
 - (i) an associate of the director;
 - (ii) a group of which the director is a director or an officer;
 - (iii) a group in which the director or an associate of the director has an interest.

No director may vote on a resolution to approve, amend or terminate the contract or transaction, or be present during deliberations concerning the approval, amendment or termination of such a contract or transaction unless the contract or transaction:

- (i) relates primarily to the remuneration of the director or an associate of the director as a director of Videotron or any of its affiliates;
 - (ii) relates primarily to the remuneration of the director or an associate of the director as an officer, employee or mandatary of Videotron or any of its affiliates, if Videotron is not a reporting issuer;
 - (iii) is for the indemnification of the directors in certain circumstances or liability insurance taken out by Videotron;
 - (iv) is with an affiliate of Videotron, and the sole interest of the director is as a director or officer of the affiliate.
- (b) Neither the Articles nor Videotron's by-laws contain provisions with respect to directors' power, in the absence of an independent quorum, to determine their remuneration.
 - (c) Subject to any restriction which may from time to time be included in Videotron's Articles or by-laws, or the terms, rights or restrictions of any of its shares or securities outstanding, its directors may authorize Videotron, by ordinary resolution, to borrow money and obtain advances upon the credit of the Corporation when they consider it appropriate. Videotron's directors also may, by ordinary resolution, when they consider it appropriate, (i) issue bonds or other securities of the Corporation and give them in guarantee or sell them for prices and amounts deemed appropriate; (ii) mortgage, pledge or give as surety its present or future movable and immovable property to ensure the payment of these bonds or other securities or give a part only of these guarantees for the same purposes; and (iii) mortgage or pledge its real estate or give as security or otherwise encumber with any charge its movables or give these various kinds of securities to assure the payment of loans made other than by the issuance of bonds as well as the payment or the execution of other debts, contracts and commitments of its corporation.

Neither Videotron's Articles nor its by-laws contain any provision with respect to (i) the retirement or non-retirement of its directors under an age limit requirement or (ii) the number of shares, if any, required for the qualification of its directors.

2. The rights, preferences and restrictions attaching to the Corporation's common shares and its preferred shares (consisting of its Class "A" Common Shares and its authorized classes of preferred shares, comprised of its Class "B" Preferred Shares, Class "C" Preferred Shares, Class "D" Preferred Shares, Class "E" Preferred Shares, Class "F" Preferred Shares, Class "G" Preferred Shares and Class "H" Preferred Shares) are set forth below:

Common Shares

Class "A" Common Shares

- (a) *Dividend rights:* Subject to the rights of the holders of preferred shares (including their redemption rights) and subject to applicable law, each Class "A" Common Share is entitled to receive such dividends as the Board of Directors shall determine.
- (b) *Voting rights:* The holders of Class "A" Common Shares are entitled to vote at each shareholders' meeting with the exception of meetings at which only the holders of another class of shares are entitled to vote. Each Class "A" Common Share entitles the holder to one vote. The holders of the Class "A" Common Shares shall elect the directors of the Corporation at an annual or special meeting of shareholders called for that purpose, except that any vacancy occurring in the Board of Directors may be filled, for the remainder of the term, by the Corporation's Directors. At any meeting of shareholders called for such purpose, directors are elected by a majority of the votes cast in respect of such election.
- (c) *Rights to share in the Corporation's profits:* Other than as described in paragraph (a) above (whereby the holders of Class "A" Common Shares are entitled to receive dividends as determined by the Corporation's Board of Directors subject to certain restrictions) and paragraph (d) below (whereby the holders of Class "A" Common Shares are entitled to participation in the remaining property and assets of the Corporation available for distribution in the event of liquidation or dissolution), None.
- (d) *Rights upon liquidation:* In the event of the Corporation's liquidation or dissolution or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of Class "A" Common Shares shall be entitled, subject to the rights of the holders of preferred shares, to participate equally, share for share, in the Corporation's residual property and assets available for distribution to its shareholders, without preference or distinction.
- (e) *Redemption provisions:* None.
- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation's directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of common shares as a result of such holders owning a substantial number of common shares:* None.

Preferred Shares

Class "B" Preferred Shares

- (a) *Dividend rights:* When the Corporation's Board of Directors declares a dividend, the holders of Class "B" Preferred Shares have the right to receive, in priority over the holders of Class "A" Common Shares, Class "C" Preferred Shares, Class "D" Preferred Shares, Class "E" Preferred Shares, Class "F" Preferred Shares and Class "H" Preferred Shares, but subordinated to the holders of Class "G" Preferred Shares, a preferential and non-cumulative dividend at the fixed rate of 1% per month, calculated on the basis of the applicable redemption value of Class "B" Preferred Shares. A dividend may be declared and payable in cash, in kind or through the issuance of fully paid shares of any class of the Corporation.

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- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “B” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Other than as described in paragraph (a) above (whereby the holders of Class “B” Preferred Shares are entitled to receive certain dividends, if and when declared by the Board of Directors), paragraph (d) below (whereby the holders of Class “B” Preferred Shares are entitled to participate in the distribution of the residual property and assets of the Corporation available for distribution in the event of its liquidation or winding-up) and paragraph (e) below (whereby the holders of Class “B” Preferred Shares have certain redemption rights): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class “B” Preferred Shares shall be entitled to repayment of the amount paid for the Class “B” Preferred Shares in the subdivision of the issued and paid-up share capital account relating to the Class “B” Preferred Shares.

In addition, in the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the rights of holders of Class “B” Preferred Shares as regards to payment of dividends and the right to participate in the distribution of residual assets, shall rank in priority to the rights of the holders of Class “A” Common Shares, Class “C” Preferred Shares, Class “D” Preferred Shares, Class “E” Preferred Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the rights of holders of Class “G” Preferred Shares.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “B” Preferred Shares have, at any time, the right to require the Corporation to redeem (referred to as a “retraction right”) any or all of their Class “B” Preferred Shares at a redemption price equal to the amount paid for such shares in the subdivision of the issued and paid-up share capital account relating to such shares, plus a specified premium, if applicable, plus the amount of any declared and unpaid dividends.

In addition, the Corporation may, at its option, redeem any or all of the Class “B” Preferred Shares outstanding at any time at an aggregate redemption price equal to the consideration received by the Corporation for these Class “B” Preferred Shares. The Corporation may also, when it deems it appropriate and without giving notice or taking into account the other classes of shares, buy, pursuant to a private agreement, all or some of the Class “B” Preferred Shares outstanding at a purchase price for any such Class “B” Preferred Shares not exceeding the retraction right purchase price described above or the book value of the Corporation’s net assets.

- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “B” Preferred Shares as a result of such holder owning a substantial number of Class “B” Preferred Shares:* None.

Class “C” Preferred Shares

- (a) *Dividend rights:* When the Corporation’s Board of Directors declares a dividend, the holders of Class “C” Preferred Shares have the right to receive, in priority over the holders of Class “A” Common Shares, Class “D” Preferred Shares, Class “E” Preferred Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the holders of Class “B” Preferred Shares and Class “G” Preferred Shares, a preferential and non-cumulative dividend at the fixed rate of 1% per month, calculated on the basis of the applicable redemption value of Class “C” Preferred Shares. A dividend may be declared and payable in cash, in kind or through the issuance of fully paid shares of any class of the Corporation.

- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “C” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Other than as described in paragraph (a) above (whereby the holders of the Class “C” Preferred Shares are entitled to receive certain dividends, if and when declared by the Board of Directors), paragraph (d) below (whereby the holders of Class “C” Preferred Shares are entitled to participate in the distribution of the residual property and assets of the Corporation available for distribution in the event of its liquidation or winding-up) and paragraph (e) below (whereby the holders of Class “C” Preferred Shares have certain redemption rights): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class “C” Preferred Shares shall be entitled to repayment of the amount paid for the Class “C” Preferred Shares in the subdivision of the issued and paid-up share capital account relating to the Class “C” Preferred Shares.

In addition, in the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the rights of holders of Class “C” Preferred Shares as regards to payment of dividends and the right to participate in the distribution of residual assets, shall rank in priority to the rights of the holders of Class “A” Common Shares, Class “D” Preferred Shares, Class “E” Preferred Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the rights of holders of Class “B” Preferred Shares and Class “G” Preferred Shares.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “C” Preferred Shares have, at any time, the right to require the Corporation to redeem (referred to as a “retraction right”) any or all of their Class “C” Preferred Shares at a redemption price equal to the amount paid for such shares in the subdivision of the issued and paid-up share capital account relating to such shares, plus a specified premium, if applicable, plus the amount of any declared and unpaid dividends.

In addition, the Corporation may, at its option, redeem any or all of the Class “C” Preferred Shares outstanding at any time at an aggregate redemption price equal to the consideration received by the Corporation for these Class “C” Preferred Shares. The Corporation may also, when it deems it appropriate and without giving notice or taking into account the other classes of shares, buy, pursuant to a private agreement, all or some of the Class “C” Preferred Shares outstanding at a purchase price for any such Class “C” Preferred Shares not exceeding the retraction right purchase price described above or the book value of the Corporation’s net assets.

- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “C” Preferred Shares as a result of such holder owning a substantial number of Class “C” Preferred Shares:* None.

Class “D” Preferred Shares

- (a) *Dividend rights:* When the Corporation’s Board of Directors declares a dividend, the holders of Class “D” Preferred Shares have the right to receive, in priority over the holders of Class “A” Common Shares, Class “E” Preferred Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the holders of Class “B” Preferred Shares, Class “C” Preferred Shares and Class “G” Preferred Shares, a preferential and non-cumulative dividend at the fixed rate of 1% per month, calculated on the basis of the applicable redemption value of Class “D” Preferred Shares. A dividend may be declared and payable in cash, in kind or through the issuance of fully paid shares of any class of the Corporation.
- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of the Corporation’s Class “D” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Other than as described in paragraph (a) above (whereby the holders of Class “D” Preferred Shares are entitled to receive certain dividends, if and when declared by the Board of Directors), paragraph (d) below (whereby the holders of Class “D” Preferred Shares are entitled to participate in the distribution of the residual property and assets of the Corporation available for distribution in the event of its liquidation or winding-up) and paragraph (e) below (whereby the holders of Class “D” Preferred Shares have certain redemption rights): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class “D” Preferred Shares shall be entitled to repayment of the amount paid for the Class “D” Preferred Shares in the subdivision of the issued and paid-up share capital account relating to the Class “D” Preferred Shares.

In addition, in the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the rights of holders of Class “D” Preferred Shares as regards to payment of dividends and the right to participate in the distribution of residual assets, shall rank in priority to the rights of the holders of Class “A” Common Shares, Class “E” Preferred Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the rights of holders of Class “B” Preferred Shares, Class “C” Preferred Shares and Class “G” Preferred Shares.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “D” Preferred Shares have, at any time, the right to require the Corporation to redeem (referred to as a “retraction right”) any or all of their Class “D” Preferred Shares at a redemption price equal to the amount paid for such shares in the subdivision of the issued and paid-up share capital account relating to such shares, plus a specified premium, if applicable, plus the amount of any declared and unpaid dividends.

In addition, the Corporation may, at its option, redeem any or all of the Class “D” Preferred Shares outstanding at any time at an aggregate redemption price equal to the consideration received by the Corporation for these Class “D” Preferred Shares. The Corporation may also, when it deems it appropriate and without giving notice or taking into account the other classes of shares, buy, pursuant to a private agreement, all or some of the Class “D” Preferred Shares outstanding at a purchase price for any such Class “D” Preferred Shares not exceeding the retraction right purchase price described above or the book value of the Corporation’s net assets.

- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “D” Preferred Shares as a result of such holder owning a substantial number of Class “D” Preferred Shares:* None.

Class “E” Preferred Shares

- (a) *Dividend rights:* When the Corporation’s Board of Directors declares a dividend, the holders of Class “E” Preferred Shares have the right to receive, in priority over the holders of Class “A” Common Shares, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the holders of Class “B” Preferred Shares, Class “C” Preferred Share, Class “D” Preferred Share and Class “G” Preferred Shares, a preferential and non-cumulative dividend at the fixed rate of 1% per month, calculated on the basis of the applicable redemption value of Class “E” Preferred Shares. A dividend may be declared and payable in cash, in kind or through the issuance of fully paid shares of any class of the Corporation.
- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “E” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Other than as described in paragraph (a) above (whereby the holders of Class “E” Preferred Shares are entitled to receive certain dividends, if and when declared by the Board of Directors), paragraph (d) below (whereby the holders of Class “E” Preferred Shares are entitled to participate in the distribution of the residual property and assets of the Corporation available for distribution in the event of its liquidation or winding-up) and paragraph (e) below (whereby the holders of Class “E” Preferred Shares have certain redemption rights): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class “E” Preferred Shares shall be entitled to repayment of the amount paid for the Class “E” Preferred Shares in the subdivision of the issued and paid-up share capital account relating to the Class “E” Preferred Shares.

In addition, in the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the rights of holders of Class “E” Preferred Shares as regards to payment of dividends and the right to participate in the distribution of residual assets, shall rank in priority to the rights of the holders of the Corporation’s Class “A” Common Share, Class “F” Preferred Shares and Class “H” Preferred Shares, but subordinated to the rights of holders of its Class “B” Preferred Shares, Class “C” Preferred Shares, Class “D” Preferred Shares and Class “G” Preferred Shares.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “E” Preferred Shares have, at any time, the right to require the Corporation to redeem (referred to as a “retraction right”) any or all of their Class “E” Preferred Shares at a redemption price equal to the amount paid for such shares in the subdivision of the issued and paid-up share capital account relating to such shares, plus a specified premium, if applicable, plus the amount of any declared and unpaid dividends.

In addition, the Corporation may, at its option, redeem any or all of the Class “E” Preferred Shares outstanding at any time at an aggregate redemption price equal to the consideration received by the Corporation for these Class “E” Preferred Shares. The Corporation may also, when it deems it appropriate and without giving notice or taking into account the other classes of shares, buy, pursuant to a private agreement, all or some of the Class “E” Preferred Shares outstanding at a purchase price for any such Class “E” Preferred Shares not exceeding the retraction right purchase price described above or the book value of the Corporation’s net assets.

- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “E” Preferred Shares as a result of such holder owning a substantial number of Class “E” Preferred Shares:* None.

Class “F” Preferred Shares

- (a) *Dividend rights:* When the Corporation’s Board of Directors declares a dividend, the holders of Class “F” Preferred Shares have the right to receive, in priority over the holders of Class “A” Common Shares and Class “H” Preferred Shares, but subordinated to the holders of Class “B” Preferred Shares, Class “C” Preferred Shares, Class “D” Preferred Shares, Class “E” Preferred Shares and Class “G” Preferred Shares, a preferential and non-cumulative dividend at the fixed rate of 1% per month, calculated on the basis of the applicable redemption value of Class “F” Preferred Shares. A dividend may be declared and payable in cash, in kind or through the issuance of fully paid shares of any class of the Corporation.
- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “F” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Other than as described in paragraph (a) above (whereby the holders of Class “F” Preferred Shares are entitled to receive certain dividends, if and when declared by the Board of Directors), paragraph (d) below (whereby the holders of Class “F” Preferred Shares are entitled to participate in the distribution of the residual property and assets of the Corporation available for distribution in the event of its liquidation or winding-up) and paragraph (e) below (whereby the holders of Class “F” Preferred Shares have certain redemption rights): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class “F” Preferred Shares shall be entitled to repayment of the amount paid for the Class “F” Preferred Shares in the subdivision of the issued and paid-up share capital account relating to the Class “F” Preferred Shares.

In addition, in the event of the Corporation’s liquidation, dissolution or other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the rights of holders of Class “F” Preferred Shares as regards to payment of dividends and the right to participate in the distribution of residual assets, shall rank in priority to the rights of the holders of Class “A” Common Shares and Class “H” Preferred Shares, but subordinated to the rights of holders of Class “B” Preferred Shares, Class “C” Preferred Shares, Class “D” Preferred Shares, Class “E” Preferred Shares and Class “G” Preferred Shares.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “F” Preferred Shares have, at any time, the right to require the Corporation to redeem (referred to as a “retraction right”) any or all of their Class “F” Preferred Shares at a redemption price equal to the amount paid for such shares in the subdivision of the issued and paid-up share capital account relating to such shares, plus a specified premium, if applicable, plus the amount of any declared and unpaid dividends.

In addition, the Corporation may, at its option, redeem any or all of the Class “F” Preferred Shares outstanding at any time at an aggregate redemption price equal to the consideration received by the Corporation for these Class “F” Preferred Shares. The Corporation may also, when it deems it appropriate and without giving notice or taking into account the other classes of shares, buy, pursuant to a private agreement, all or some of the Class “F” Preferred Shares outstanding at a purchase price for any such Class “F” Preferred Shares not exceeding the retraction right purchase price described above or the book value of the Corporation’s net assets.

- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “F” Preferred Shares as a result of such holder owning a substantial number of Class “F” Preferred Shares:* None.

Class “G” Preferred Shares

- (a) *Dividend rights:* When the Corporation’s Board of Directors declares a dividend, the holders of Class “G” Preferred Shares have the right to receive, in priority over the holders of common shares and preferred shares of other series, a preferential and cumulative dividend, payable semi-annually, at the fixed rate of 11.25% per year, calculated daily on the basis of the applicable redemption value of Class “G” Preferred Shares. No dividends may be paid on any common shares or preferred shares of other series unless all dividends which shall have become payable on the Class “G” Preferred Shares have been paid or set aside for payment.
- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “G” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.

However, in the event that the Corporation shall have failed to pay eight (8) half-yearly dividends, whether or not consecutive, on the Class “G” Preferred Shares, and only for so long as the dividend remains in arrears, the holders of Class “G” Preferred Shares shall have the right to receive notice of meetings of shareholders and to attend and vote at any such meetings, except meetings at which only holders of another specified series or class of shares are entitled to vote. At each such meeting, each Class “G” Preferred Share shall entitle the holder thereof to one vote.

- (c) *Rights to share in the Corporation’s profits:* Except as described in paragraph (a) above (whereby the holders of Class “G” Preferred Shares are entitled to receive a 11.25% cumulative preferred dividend in preference to the holders of common shares and other series of preferred shares), paragraph (d) below (whereby the holders of Class “G” Preferred Shares are entitled to receive, in preference to the holders of common shares and other series of preferred shares, an amount equal to \$1,000 per Class “G” Preferred Share and any accumulated and unpaid dividends with respect thereto in the event of its liquidation, winding-up or reorganization) and paragraph (e) below (whereby the holders of Class “G” Preferred Shares may require the Corporation to redeem the Class “G” Preferred Shares at a redemption price of \$1,000 per share plus any accrued and unpaid dividends with respect thereto): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or reorganization or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of its Class “G” Preferred Shares shall be entitled to receive in preference to the holders of its common shares and its preferred shares of other series an amount equal to \$1,000 per Class “G” Preferred Share and any accrued and unpaid dividends with respect thereto.

Class “G” Preferred Shares have priority over common shares and preferred shares of other series as to the order of priority of the distribution of assets in case of the liquidation or dissolution of the Corporation, voluntary or involuntary, or of any other distribution of its assets to its shareholders for the purpose of winding up its affairs.

- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the holders of Class “G” Preferred Shares have, at any time, the right to require the Corporation to redeem any and all of their shares at a redemption price equal to \$1,000 per share plus any accrued and unpaid dividends with respect thereto. In addition, the Corporation may, at its option, redeem any and all Class “G” Preferred Shares at any time at a redemption price equal to \$1,000 per share plus any accrued and unpaid dividends with respect thereto.
- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “G” Preferred Shares as a result of such holder owning a substantial number of Class “G” Preferred Shares:* None.

Class “H” Preferred Shares

- (a) *Dividend rights:* The holders of Class “H” Preferred Shares shall be entitled to receive, every year, in such manner and at such time as the Corporation’s Board of Directors may declare, a non-cumulative dividend at the fixed rate of 1% per month, calculated on the redemption price of the Class “H” Preferred Shares, payable in cash, property or through the issuance of fully paid shares of any class of the Corporation.
- (b) *Voting rights:* Subject to applicable law and except as expressly otherwise provided, the holders of Class “H” Preferred Shares do not have the right to receive notice of meetings of shareholders or to attend any such meeting or vote at any such meeting.
- (c) *Rights to share in the Corporation’s profits:* Except as described in paragraph (a) above (whereby the holders of Class “H” Preferred Shares are entitled to receive, every year, in such manner and at such time as the Board of Directors may declare, a non-cumulative dividend at the fixed rate of 1% per month), paragraph (d) below (whereby the holders of Class “H” Preferred Shares are entitled to repayment of the amount paid for the Class “H” Preferred Shares in the event of its liquidation, winding-up or reorganization) and paragraph (e) below (whereby the holders of Class “H” Preferred Shares may require the Corporation to redeem the Class “H” Preferred Shares at a specified redemption price): None.
- (d) *Rights upon liquidation:* In the event of the Corporation’s liquidation, dissolution or reorganization or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of Class “H” Preferred Shares shall be entitled to repayment of the amount paid for the Class “H” Preferred Shares into the subdivision of the issued and paid-up share capital account relating to the Class “H” Preferred Shares.
- (e) *Redemption provisions:* Subject to the provisions of the *Business Corporations Act* (Québec), the Corporation may elect to redeem the Class “H” Preferred Shares at any time at a price equal to the specified redemption price plus an amount equal to any dividends declared thereon but unpaid up to the date of redemption. The specified redemption price is, subject to certain conditions, equal to the aggregate consideration received for such share.
- (f) *Sinking fund provisions:* None.
- (g) *Liability to further capital calls by the Corporation:* None, provided that the Corporation’s directors may make calls upon the shareholders in respect of any moneys unpaid upon their shares.
- (h) *Provisions discriminating against existing or prospective holders of Class “H” Preferred Shares as a result of such holder owning a substantial number of Class “H” Preferred Shares:* None.

3. **Actions necessary to change the rights of shareholders.** Under the *Business Corporations Act* (Québec), (i) Videotron's Articles may only be amended by the affirmative vote of the holders of two-thirds ($\frac{2}{3}$) of the votes cast by the shareholders at a special meeting called for that purpose and (ii) its by-laws may be amended by its Board of Directors and ratified by a majority of the votes cast by the shareholders at the next shareholders meeting. Unless they are rejected by the shareholders at the close of the meeting or not submitted to the shareholders, the amended by-laws are effective as of the date of the resolution of the Board of Directors approving them. However, by-law amendments relating to procedural matters with respect to shareholders meetings take effect only once they have received shareholders' approval. In addition, pursuant to the *Business Corporations Act* (Québec), Videotron may not make any amendments to the Articles that affect the rights, conditions, privileges or restrictions attaching to issued shares of any series outstanding, other than an increase in the share capital or the number of its authorized shares, without obtaining the consent of all the shareholders concerned by the amendment, whether or not they are eligible to vote. In order to change the rights of its shareholders, Videotron would need to amend its Articles to effect the change. Such an amendment would require the approval of holders of two-thirds ($\frac{2}{3}$) of the shares at a duly called special meeting. For amendments affecting the rights of a particular class or series of shares, the holders of such class or series of shares are entitled to a separate vote, whether or not shares of this class or series otherwise carry the right to vote. Such a proposed amendment will be effected only if it receives the approval of two-thirds ($\frac{2}{3}$) of holders of each such affected class or series of shares. In respect of certain amendments, a shareholder is entitled to dissent and, if the resolution is adopted and Videotron implements the changes, demand that Videotron repurchase all of its shares of such class or series for which a separate vote was carried out at their fair value.
4. **Shareholder Meetings.** Videotron's by-laws and the *Business Corporations Act* (Québec) provide that the annual meeting of its shareholders shall be held within fifteen (15) months after the last preceding annual meeting. All shareholders meetings shall be held within the province of Québec at the place and time determined by its Board of Directors and may be called by order of its Board of Directors.

Videotron's by-laws provide that notice specifying the place, date, time and purpose of any meeting of its shareholders shall be sent to all the shareholders entitled to vote and to each director at least twenty-one (21) days but not more than sixty (60) days before the meeting by any means providing proof of the date of sending at the addresses indicated in its records.

Videotron's chairman of the board or, in his absence, the vice-chair of the board, if any, or in his absence, the president and chief executive officer or any other person that may be named by the board shall preside at all meetings of the shareholders. If the person who is to chair the meeting is not present at the meeting within fifteen (15) minutes after the time appointed for the meeting, the shareholders present choose one of their own to chair the meeting.

Videotron's by-laws provide that a quorum of shareholders is present at a shareholders meeting if, at the opening of the meeting, one or several holders of 50% or more of the shares that carry the right to vote at the meeting are present in person or represented by proxy.

5. **Limitations on right to own securities.** There is no limitation imposed by Canadian law or by the Articles or Videotron's other constituent documents on the right of non-residents or foreign owners to hold or vote shares, other than as provided in the *Investment Canada Act* (Canada) and the Radiocommunication Act. The *Investment Canada Act* (Canada) requires "non-Canadian" (as defined in the *Investment Canada Act* (Canada)) individuals, governments, corporations and other entities who wish to acquire control of a "Canadian business" (as defined in the *Investment Canada Act* (Canada)) to file either an application for review (when certain asset value thresholds are met) or a post-closing notification with the Director of Investments appointed under the *Investment Canada Act* (Canada), unless a specific exemption applies. The *Investment Canada Act* (Canada) requires that, when an acquisition of control of a Canadian business by a "non-Canadian" is subject to review, it must be approved by the Minister responsible for the *Investment Canada Act* (Canada) on the basis that the Minister is satisfied that the acquisition is "likely to be of net benefit to Canada", having regard to criteria set forth in the *Investment Canada Act* (Canada). Radio licenses may be issued under the Radiocommunication Act to radiocommunication service providers ("**Service Providers**") that meet the eligibility criteria of Canadian ownership and control set forth in the *Canadian Telecommunications Common Carrier Ownership and Control Regulations* (the "**CTCCOCR**"). Under the CTCCOCR, the Service Provider may refuse to accept any subscription for or register the transfer of any of its voting shares unless it receives a declaration that such subscription or transfer would not result in the percentage of the total voting shares of the Service Provider that are beneficially owned and controlled by non-Canadians exceeding 33⅓%.
6. **Provisions that could have the effect of delaying, deferring or preventing a change of control.** The Articles provide that Videotron's directors shall refuse to issue (including on the occasion or because of a conversion of shares or in shares), and to allow a transfer of, any share of Videotron's capital stock if this issuance or transfer would, in the opinion of its directors, affect its eligibility or of any other corporation or partnership in which Videotron has or may have an interest, to obtain, preserve or renew a license or authorization required for the operation or continuation of its broadcasting company (as defined in the Broadcasting Act, as amended) (or any part thereof) or of any other activity necessary for the continuation of Videotron. See "Item 4. Information on the Corporation — Regulation — Ownership and Control of Canadian Broadcast Undertakings".
7. Not applicable.
8. Not applicable.
9. Not applicable.

C- Material Contracts

The following is a summary of each material contract, other than contracts entered into in the ordinary course of business, to which Videotron or any of its subsidiaries is a party, for the two years preceding publication of this annual report.

- (a) **Indenture relating to \$400,000,000 of Videotron's 5%% Senior Notes due June 15, 2025, dated as of June 17, 2013, by and among Videotron, the guarantors party thereto, and Computershare Trust Company of Canada, as trustee.**

On June 17, 2013, Videotron issued \$400,000,000 aggregate principal amount of its 5%% Senior Notes due June 15, 2025, pursuant to an Indenture, dated as of June 17, 2013, by and among Videotron, the guarantors party thereto, and Computershare Trust Company of Canada, as trustee. These senior notes are unsecured and mature on June 15, 2025. Interest on these senior notes is payable in cash semi-annually in arrears on April 15 and October 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at the make-whole redemption price set forth in the indenture. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. In 2025, Videotron redeemed and retired the entire principal amount outstanding of its 5%% Senior Notes due June 15, 2025.

- (b) **Indenture relating to US\$600,000,000 of Videotron's 5¼% Senior Notes due June 15, 2024, dated as of April 9, 2014, by and among Videotron, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee.**

On April 9, 2014, Videotron issued US\$600,000,000 aggregate principal amount of its 5¼% Senior Notes due June 15, 2024, pursuant to an Indenture, dated as of April 9, 2014, by and among Videotron, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee. These senior notes are unsecured and mature on June 15, 2024. Interest on these senior notes is payable in cash semi-annually in arrears on June 15 and December 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at the make-whole redemption price set forth in the indenture. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. In 2024, Videotron redeemed and retired the entire principal amount outstanding of its 5¼% Senior Notes due June 15, 2024.

- (c) **Indenture relating to \$375,000,000 of Videotron's 5¼% Senior Notes due January 15, 2026, dated as of September 15, 2015, by and among Videotron, the guarantors party thereto, and Computershare Trust Company of Canada, as trustee.**

On September 15, 2015, Videotron issued \$375,000,000 aggregate principal amount of its 5¼% Senior Notes due January 15, 2026, pursuant to an Indenture, dated as of September 15, 2015, by and among Videotron, the guarantors party thereto, and Computershare Trust Company of Canada, as trustee. These senior notes are unsecured and mature on January 15, 2026. Interest on these senior notes is payable in cash semi-annually in arrears on March 15 and September 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at a price based on a make-whole formula during the first five years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. In 2024, Videotron redeemed and retired the entire principal amount outstanding of its 5¼% Senior Notes due January 15, 2026.

- (d) **Indenture relating to US\$600,000,000 of Videotron's 5¼% Senior Notes due April 15, 2027, dated as of April 13, 2017, by and among Videotron, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee.**

On April 13, 2017, Videotron issued US\$600,000,000 aggregate principal amount of its 5¼% Senior Notes due April 15, 2027, pursuant to an Indenture, dated as of April 13, 2017, by and among Videotron, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee. These senior notes are unsecured and mature on April 15, 2027. Interest on these senior notes is payable in cash semi-annually in arrears on April 15 and October 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at a price based on a make-whole formula during the first five years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. In 2025, Videotron redeemed and retired the entire principal amount outstanding of its 5¼% Senior Notes due April 15, 2027.

- (e) **Indenture relating to \$800,000,000 of Videotron's 4½% Senior Notes due January 15, 2030, dated as of October 8, 2019, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee.**

On October 8, 2019, Videotron issued \$800,000,000 aggregate principal amount of its 4½% Senior Notes due January 15, 2030, pursuant to an Indenture, dated as of October 8, 2019, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These senior notes are unsecured and mature on January 15, 2030. Interest on these senior notes is payable in cash semi-annually in arrears on April 15 and October 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at a price based on a make-whole formula during the first five years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under Videotron's Credit Agreement, this indenture and Videotron's other indentures were simultaneously released as guarantors.

- (f) **Indenture relating to \$650,000,000 of Videotron's 3¼% Senior Notes due January 15, 2031, dated as of January 22, 2021, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee.**

On January 22, 2021, Videotron issued \$650,000,000 aggregate principal amount of its 3¼% Senior Notes due January 15, 2031, pursuant to an Indenture, dated as of January 22, 2021, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These senior notes are unsecured and mature on January 15, 2031. Interest on these senior notes is payable in cash semi-annually in arrears on January 15 and July 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at a price based on a make-whole formula during the first five years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under Videotron's Credit Agreement, this indenture and Videotron's other indentures were simultaneously released as guarantors.

- (g) **Indenture relating to US\$500,000,000 of Videotron's 3¼% Senior Notes due June 15, 2029, dated as of June 17, 2021, by and among, *inter alios*, Videotron, as issuer, and Wells Fargo Bank, National Association, as trustee.**

On June 17, 2021, Videotron issued US\$500,000,000 aggregate principal amount of its 3¼% Senior Notes due June 15, 2029, pursuant to an Indenture, dated as of June 17, 2021, by and among, *inter alios*, Videotron, as issuer, and Wells Fargo Bank, National Association, as trustee. These senior notes are unsecured and mature on June 15, 2029. Interest on these senior notes is payable in cash semi-annually in arrears on June 15 and December 15 of each year. These senior notes are redeemable at the option of Videotron, in whole or in part, at a price based on a make-whole formula during the first three years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under Videotron's Credit Agreement, this indenture and Videotron's other indentures were simultaneously released as guarantors.

(h) **Indenture relating to \$750,000,000 of Videotron's 3%% Senior Notes due June 15, 2028, dated as of June 17, 2021, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee.**

On June 17, 2021, Videotron issued \$750,000,000 aggregate principal amount of its 3%% Senior Notes due June 15, 2028, pursuant to an Indenture, dated as of June 17, 2021, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These senior notes are unsecured and mature on June 15, 2028. Interest on these senior notes is payable in cash semi-annually in arrears on June 15 and December 15 of each year. These senior notes are redeemable at the option of Videotron, in whole or in part, at a price based on a make-whole formula during the first three years of the term of the senior notes and at the redemption prices set forth in the indenture thereafter. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under Videotron's Credit Agreement, this indenture and Videotron's other indentures were simultaneously released as guarantors.

(i) **Master Trust Indenture entered into by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee.**

On June 21, 2024, Videotron entered into a Master Trust Indenture, dated as of June 21, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee, providing for the issue of senior notes from time to time. These senior notes are redeemable, at Videotron's option, under certain circumstances and at the redemption prices set forth in the indenture. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction.

On June 21, 2024, Videotron issued \$600,000,000 aggregate principal amount of its 4.650% Series 1 Senior Notes due July 15, 2029, pursuant to a supplemental indenture to the Master Trust Indenture, dated as of June 21, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These Series 1 Senior Notes are unsecured and mature on July 15, 2029. Interest on these Series 1 Senior Notes is payable in cash semi-annually in arrears on January 15 and July 15 of each year.

On June 21, 2024, Videotron issued \$400,000,000 aggregate principal amount of its 5.000% Series 2 Senior Notes due July 15, 2034, pursuant to a supplemental indenture to the Master Trust Indenture, dated as of June 21, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These Series 2 Senior Notes are unsecured and mature on July 15, 2034. Interest on these Series 2 Senior Notes is payable in cash semi-annually in arrears on January 15 and July 15 of each year.

On November 20, 2025, Videotron issued \$800,000,000 aggregate principal amount of its 3.950% Series 3 Senior Notes due October 15, 2032, pursuant to a supplemental indenture to the Master Trust Indenture, dated as of June 21, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company of Canada, as trustee. These Series 3 Senior Notes are unsecured and mature on October 15, 2032. Interest on these Series 3 Senior Notes is payable in cash semi-annually in arrears on April 15 and October 15 of each year.

On January 28, 2026, each of the guarantors party to the Master Trust Indenture, dated as of June 21, 2024, and to the supplemental indentures to the aforementioned Master Trust Indenture have been released and discharged from and shall have no outstanding guarantee with respect to these senior notes.

- (j) **Indenture relating to US\$700,000,000 of Videotron's 5.700% Senior Notes due January 15, 2035, dated as of November 8, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company, N.A., as trustee.**

On November 8, 2024, Videotron issued US\$700,000,000 aggregate principal amount of its 5.700% Senior Notes due January 15, 2035, pursuant to an Indenture, dated as of November 8, 2024, by and among, *inter alios*, Videotron, as issuer, and Computershare Trust Company, N.A., as trustee. These senior notes are unsecured and mature on January 15, 2035. Interest on these senior notes is payable in cash semi-annually in arrears on January 15 and July 15 of each year. These senior notes are redeemable, at Videotron's option, under certain circumstances and at the redemption prices set forth in the indenture. The indenture contains customary restrictive covenants with respect to Videotron and certain of its subsidiaries, and customary events of default. If an event of default occurs and is continuing, other than Videotron's bankruptcy or insolvency, the trustee or the holders of at least 25% in principal amount at maturity of the then-outstanding senior notes may declare all the senior notes to be due and payable immediately. The senior notes issued pursuant to this indenture have not been and will not be registered under the Securities Act or under the laws of any other jurisdiction. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under Videotron's Credit Agreement, this indenture and Videotron's other indentures were simultaneously released as guarantors.

- (k) **Amended and Restated Credit Agreement dated as of January 28, 2026, by and among Videotron, as borrower, the financial institutions party thereto from time to time, as lenders, and Royal Bank of Canada, as administrative agent.**

Videotron's Amended and Restated Credit Agreement (the "**Credit Agreement**"), as amended and restated as of January 28, 2026, currently provides for an unsecured revolving credit facility comprised of four tranches, with two tranches of \$400,000,000 each and two of US\$250,000,000 each, with one \$400,000,000 tranche and one US\$250,000,000 tranche maturing on January 28, 2031 and with the other \$400,000,000 tranche and the other US\$250,000,000 tranche maturing on January 27, 2027 and providing for a conversion option into a term facility maturing in January 2028, and a \$1,200,000,000 unsecured term credit facility composed of two tranches, the first one of \$500,000,000 and the second one of \$700,000,000 maturing respectively on April 3, 2026 and on April 3, 2027. The proceeds of the revolving credit facility can be used for general corporate purposes including, without limitation, to issue letters of credit and to pay dividends to Quebecor Media subject to certain conditions. The proceeds of the term credit facility were used for the acquisition of Freedom.

Advances under Videotron's Credit Agreement bear interest at, as applicable, the Canadian prime rate, the U.S. prime rate, Term SOFR, Term CORRA or Daily compounded CORRA, plus agreed pricing margins. Videotron has also agreed to pay specified standby fees in respect of its revolving credit facility.

Borrowings under Videotron's Credit Agreement and under eligible derivative instruments are unsecured, however same may be guaranteed from time to time on an unsecured basis by the material subsidiaries of Videotron. As of January 28, 2026, being the date of the most recent amendment and restatement of Videotron's Credit Agreement, there were no subsidiaries of Videotron guaranteeing the obligations under its Credit Agreement.

Videotron's Credit Agreement contains customary covenants that restrict and limit the ability of Videotron and the members of the VL Group (as defined in the credit agreement to mean Videotron and all of its wholly owned subsidiaries) to, among other things, enter into merger or amalgamation transactions or liquidate or dissolve, grant encumbrances, sell assets, pay dividends or make other distributions, issue shares of capital stock, incur indebtedness and enter into related party transactions. In addition, Videotron's Credit Agreement contains customary financial covenants and customary events of default including the non-payment of principal or interest, the breach of any financial covenant, the failure to perform or observe any other covenant, certain bankruptcy events relating to Videotron or any member of the VL Group (other than an Immaterial Subsidiary, as defined in the credit agreement), and the occurrence of a change of control. On January 28, 2026, after the end of the period covered by this Annual Report, each of the guarantors under this Credit Agreement and Videotron's indentures were simultaneously released as guarantors.

D- Exchange Controls

There are currently no laws, decrees, regulations or other legislation in Canada that restrict the export or import of capital, or affect the remittance of dividends, interest or other payments to non-resident holders of Videotron's securities, other than withholding tax requirements. Canada has no system of exchange controls. See "Item 10. Additional Information Taxation — Canadian Material Federal Income Tax Considerations for Residents of the United States" below.

There is no limitation imposed by Canadian law or by the Articles of Incorporation or other charter documents of Videotron on the right of a non-resident to hold voting shares of Videotron, other than as provided by the *Investment Canada Act* (Canada), as amended, in particular, by the *Canada-United States-Mexico Agreement* (Canada) ("CUSMA"), and the *World Trade Organization (WTO) Agreement Implementation Act*. The *Investment Canada Act* (Canada) requires notification and, in certain cases, advance review and approval by the Government of Canada of the acquisition by a "non-Canadian" of "control of a Canadian business", all as defined in the *Investment Canada Act* (Canada). Generally, the threshold for review will be higher in monetary terms for a member of the WTO or CUSMA.

In addition, there are regulations related to the ownership and control of Canadian broadcast undertakings. See "Item 4. Information on the Corporation — Regulation".

E- Taxation

Certain U.S. Federal Income Tax Considerations

The following discussion is a summary of certain U.S. federal income tax consequences applicable to the purchase, ownership and disposition of (i) Videotron's 3⅜% Senior Notes due June 15, 2028 (the "**3⅜% Senior Notes**"), (ii) Videotron's 3⅜% Senior Notes due June 15, 2029 (the "**3⅜% Senior Notes**"), (iii) Videotron's 4.650% Senior Notes due July 15, 2029 (the "**4.650% Senior Notes**"), (iv) Videotron's 4½% Senior Notes due January 15, 2030 (the "**4½% Senior Notes**"), (v) Videotron's 3¼% Senior Notes due January 15, 2031 (the "**3¼% Senior Notes**"), (vi) Videotron's 3.950% Senior Notes due October 15, 2032 (the "**3.950% Senior Notes**"), (vii) Videotron's 5.000% Senior Notes due July 15, 2034 (the "**5.000% Senior Notes**") and (viii) Videotron's 5.700% Senior Notes due January 15, 2035 (the "**5.700% Senior Notes**") (collectively, the "**notes**") by a U.S. Holder (as defined below), but does not purport to be a complete analysis of all potential U.S. federal income tax effects. Videotron's 3⅜% Senior Notes, 4.650% Senior Notes, 4½% Senior Notes, 3¼% Senior Notes, 3.950% Senior Notes and 5.000% Senior Notes are denominated in Canadian dollars (the "**Canadian dollar Notes**"). This summary is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), U.S. Treasury Regulations promulgated thereunder, Internal Revenue Service ("**IRS**") rulings and judicial decisions now in effect. All of these are subject to change, possibly with retroactive effect, or different interpretations.

This summary does not address all aspects of U.S. federal income taxation that may be relevant to particular U.S. Holders in light of their specific circumstances (for example, U.S. Holders subject to the alternative minimum tax provisions of the Code or U.S. Holders subject to the 3.8% Medicare tax on net investment income) or to U.S. Holders that may be subject to special rules under U.S. federal income tax law, including:

- dealers in stocks, securities or currencies;
- persons using a mark-to-market accounting method;
- banks and financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt organizations;
- persons holding notes as part of a hedging or conversion transaction or a straddle;

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- persons deemed to sell notes under the constructive sale provisions of the Code;
- persons who or that are, or may become, subject to the expatriation provisions of the Code;
- persons whose functional currency is not the U.S. dollar;
- persons required to accelerate the recognition of any item of gross income with respect to any of the notes as a result of such income being recognized on an applicable financial statement;
- entities taxes as a partnership or the partners therein; and
- direct, indirect or constructive owners of 10% or more, of the voting power or value, of Videotron's outstanding shares.

The summary also does not discuss any aspect of state, local or non-U.S., or U.S. federal estate and gift tax law as applicable to U.S. Holders. Moreover, this discussion is limited to U.S. Holders who acquire and hold the notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). In addition, this summary assumes that the notes are properly characterized as debt that is not contingent debt for U.S. federal income tax purposes.

For purposes of this summary, "U.S. Holder" means the beneficial holder of a note who or that for U.S. federal income tax purposes is:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity treated as a corporation, formed or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, (i) if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more "U.S. persons" (within the meaning of the Code) have the authority to control all substantial decisions of the trust, or (ii) if a valid election is in effect to treat the trust as a U.S. person.

Videotron has not sought and will not seek any opinion of U.S. legal counsel or rulings from the IRS with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the notes or that any such position will not be sustained.

If a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the notes, the U.S. federal income tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Such partner should consult its own tax advisor as to the tax consequences of the partnership purchasing, owning and disposing of the notes.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE TAX CONSEQUENCES DESCRIBED BELOW TO THEIR PARTICULAR SITUATIONS AS WELL AS THE APPLICATION OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS.
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Interest on the Notes

Payments of stated interest on the notes generally will be taxable to a U.S. Holder as ordinary income at the time that such payments are received or accrued, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes. Interest on the notes will constitute income from sources outside the United States and will be "passive category income" which is treated separately from other income for purposes of computing the foreign tax credit allowable to a U.S. Holder under the U.S. federal income tax laws. Due to the complexity of the foreign tax credit rules, U.S. Holders should consult their own tax advisors with respect to the amount of foreign taxes that may be claimed as a credit.

In certain circumstances Videotron may be obligated to pay amounts in excess of stated interest or principal on the notes or may make payments or redeem the notes in advance of their expected maturity. According to U.S. Treasury regulations, the possibility that any such payments or redemptions will be made will not affect the amount of interest income a U.S. Holder recognizes if there is only a remote chance as of the date the notes were issued that such payments will be made, or if such payments are incidental. Videotron believes the likelihood that it will make any such payments is remote and/or that such payment will be incidental. Therefore, Videotron does not intend to treat the potential payments or redemptions pursuant to the provisions related to changes in Canadian laws or regulations applicable to tax-related withholdings or deductions, any registration rights provisions, or the other redemption and repurchase provisions as part of the yield to maturity of the notes or as affecting the tax treatment of the notes. Videotron's determination that these contingencies are remote and/or incidental is binding on a U.S. Holder unless such holder discloses its contrary position in the manner required by applicable U.S. Treasury regulations. Videotron's determination is not, however, binding on the IRS, and if the IRS were to challenge this determination, a U.S. Holder may be required to accrue income on its notes in excess of stated interest and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of a note before the resolution of the contingencies. In the event a contingency occurs, it would affect the amount and timing of the income recognized by a U.S. Holder. If Videotron pays additional amounts on the notes, U.S. Holders will be required to recognize such amounts as income.

Interest on the Canadian dollar Notes will be included in a U.S. Holder's gross income in an amount equal to the U.S. dollar value of the Canadian dollar amount, regardless of whether the Canadian dollars are converted into U.S. dollars. Generally, a U.S. Holder that uses the cash method of tax accounting will determine such U.S. dollar value using the spot rate of exchange on the date of receipt. A cash method U.S. Holder generally will not realize foreign currency gain or loss on the receipt of the interest payment but may have foreign currency gain or loss attributable to the actual disposition of the Canadian dollars received.

Generally, a U.S. Holder of Canadian dollar Notes that uses the accrual method of tax accounting will determine the U.S. dollar value of accrued interest income using the average rate of exchange for the accrual period (or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the U.S. Holder's taxable year). Alternatively, an accrual basis U.S. Holder may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot rate of exchange on the last day of the accrual period (or the last day of the taxable year in the case of a partial accrual period) or the spot rate on the date of receipt, if that date is within five business days of the last day of the accrual period. A U.S. Holder that uses the accrual method of accounting for tax purposes will recognize foreign currency gain or loss on the receipt of an interest payment if the exchange rate in effect on the date payment is received differs from the rate applicable to an accrual of that interest. The amount of foreign currency gain or loss to be recognized by such U.S. Holder will be an amount equal to the difference between the U.S. dollar value of the Canadian dollar interest payment (determined on the basis of the spot rate on the date the interest income is received) in respect of the accrual period and the U.S. dollar value of the interest income that has accrued during the accrual period (as determined above). This foreign currency gain or loss will be ordinary income or loss and generally will not be treated as an adjustment to interest income or expense.

Foreign currency gain or loss generally will be U.S. source provided that the residence of a taxpayer is considered to be the United States for purposes of the rules regarding foreign currency gain or loss.

Market Discount and Bond Premium

Market Discount

If a U.S. Holder purchases notes for an amount less than the sum of all amounts (other than qualified stated interest) payable with respect to the notes after the date of acquisition, the difference is treated as market discount. Subject to a *de minimis* exception, gain realized on the maturity, sale, exchange or retirement of a market discount note will be treated as ordinary income to the extent of any accrued market discount not previously recognized (including in the case of a note exchanged for a registered note pursuant to a registration offer, any market discount accrued on the related outstanding note). A U.S. Holder may elect to include market discount in income currently as it accrues, on either a ratable or constant yield method. In that case, a U.S. Holder's tax basis in the notes will increase by such income inclusions. An election to include market discount in income currently, once made, will apply to all market discount obligations acquired by the U.S. Holder during the taxable year of the election and thereafter, and may not be revoked without the consent of the IRS. If a U.S. Holder does not make such an election, in general, all or a portion of such holder's interest expense on any indebtedness incurred or continued in order to purchase or carry notes may be deferred until the maturity of the notes, or certain earlier dispositions. Unless a U.S. Holder elects to accrue market discount under a constant yield method, any market discount will accrue ratably during the period from the date of acquisition of the related outstanding note to its maturity date.

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In the case of Canadian dollar Notes, market discount is accrued in Canadian dollars, and the amount includible in income by a U.S. Holder upon a sale of such note in respect of accrued market discount will be the U.S. dollar value of the amount accrued. Such U.S. dollar value is generally calculated at the spot rate of exchange on the date such note is sold. Any market discount on a Canadian dollar Note that is currently includible in income under the election noted above will be translated into U.S. dollars at the average exchange rate for the accrual period or portion of such accrual period within the U.S. Holder's taxable year. In such case, a U.S. Holder generally will recognize foreign currency gain or loss with respect to accrued market discount under the rules similar to those that apply to accrued interest on a note received by an accrual basis U.S. Holder, as described above.

Bond Premium

If a U.S. Holder purchases notes for an amount greater than the sum of all amounts (other than qualified stated interest) payable with respect to the notes after the date of acquisition, such U.S. Holder is treated as having purchased such notes with amortizable bond premium. Such U.S. Holder generally may elect to amortize the premium from the purchase date to the maturity date of the notes under a constant yield method. Amortizable premium generally may be deducted against interest income on such notes and generally may not be deducted against other income. Such U.S. Holder's basis in a note will be reduced by any premium amortization deductions. An election to amortize premium on a constant yield method, once made, generally applies to all debt obligations held or subsequently acquired by such U.S. Holder during the taxable year of the election and thereafter, and may not be revoked without IRS consent. For a U.S. Holder that did not elect to amortize bond premium, the amount of such premium will be included in such U.S. Holder's tax basis upon the sale of a note. In the case of Canadian dollar Notes, premium is computed in Canadian dollars. At the time amortized bond premium offsets interest income, foreign currency gain or loss (taxable as ordinary income or loss) will be realized on such amortized bond premium based on the difference between the spot rate of exchange on the date or dates such premium is recovered through interest payments on the Canadian dollar Note and the spot rate of exchange on the date on which the U.S. Holder acquired the note. For a U.S. Holder that did not elect to amortize bond premium, the amount of such premium will be included in such U.S. Holder's tax basis upon the sale of the note.

The market discount and bond premium rules are complicated, and U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of owning and disposing of notes with market discount or bond premium, including the availability of certain elections.

Sale, Exchange or Retirement of a Note

A U.S. Holder generally will recognize gain or loss upon the sale, exchange (other than in a tax-free transaction), redemption, retirement or other taxable disposition of a note, equal to the difference, if any, between:

- the amount realized (or the U.S. dollar value thereof if received in a foreign currency) less any portion allocable to the payment of accrued interest not previously included in income, which amount will be taxable as ordinary interest income; and
- the U.S. Holder's adjusted tax basis in the note.

Except with respect to gains or losses attributable to changes in exchange rates, as described below, gain or loss so recognized generally will be capital gain or loss (except as described under "— Market Discount and Bond Premium" above) and generally will be long-term capital gain or loss if the note has been held or deemed held for more than one year at the time of the disposition. Long-term capital gains of noncorporate U.S. Holders, including individuals, may be taxed at lower rates than items of ordinary income. The ability of a U.S. Holder to offset capital losses against ordinary income is limited. Any capital gain or loss recognized by a U.S. Holder on the sale or other disposition of a note generally will be treated as income from sources within the United States or loss allocable to income from sources within the United States. U.S. Holders should consult their own tax advisors regarding the source of gain attributable to market discount.

A U.S. Holder's adjusted tax basis in a note will generally equal the U.S. Holder's U.S. dollar cost therefor, increased by the amount of market discount, if any, previously included in income in respect of the note and decreased (but not below zero) by the amount of principal payments received by such U.S. Holder in respect of the note, any amounts treated as a return of pre-issuance accrued interest and the amount of amortized bond premium, if any, previously taken into account with respect to the note. If a U.S. Holder purchases a Canadian dollar Note with Canadian dollars, the U.S. dollar cost of the Canadian dollar Note will generally be the U.S. dollar value of the purchase price on the date of purchase calculated at the spot rate of exchange on that date. The amount realized upon the disposition of a Canadian dollar Note will generally be the U.S. dollar value of the amount received on the date of the disposition calculated at the spot rate of exchange on that date. However, if the Canadian dollar Note is traded on an established securities market, a cash basis U.S. Holder (and, if it so elects, an accrual basis U.S. Holder) will determine the U.S. dollar value of the cost of or amount received on the Canadian dollar Note, as applicable, by translating the amount paid or received at the spot rate of exchange on the settlement date of the purchase or disposition. The election available to accrual basis U.S. Holders in respect of the purchase and disposition of Canadian dollar Notes traded on an established securities market must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Gain or loss recognized by a U.S. Holder on the sale, exchange or retirement of a Canadian dollar Note that is attributable to changes in the rate of exchange between the U.S. dollar and foreign currency generally will be treated as U.S. source ordinary income or loss. Such foreign currency gain or loss will equal the difference between (i) the U.S. dollar value of the U.S. Holder's Canadian dollar purchase price for the Canadian dollar Note calculated at the spot rate of exchange on the date of the sale, exchange, retirement or other disposition and (ii) the U.S. dollar value of the U.S. Holder's Canadian dollar purchase price for the Canadian dollar Note calculated at the spot rate of exchange on the date of purchase of the Canadian dollar Note. If the Canadian dollar Note is traded on an established securities market, with respect to a cash basis U.S. Holder (and, if it so elects, an accrual basis U.S. Holder), such foreign currency gain or loss will equal the difference between (x) the U.S. dollar value of the U.S. Holder's Canadian dollar purchase price for the Canadian dollar Note calculated at the spot rate of exchange on the settlement date of the disposition and (y) the U.S. dollar value of the U.S. Holder's Canadian dollar purchase price for the Canadian dollar Note calculated at the spot rate of exchange on the settlement date of the purchase of the Canadian dollar Note. Such foreign currency gain or loss is recognized on the sale or retirement of such Note only to the extent of total gain or loss recognized on the sale or retirement of such Note. Prospective investors should consult their own tax advisors regarding certain foreign currency translation elections that may be available with respect to a sale, exchange, or redemption of the Canadian dollar Notes.

Transactions in Foreign Currency

Foreign currency received as a payment of interest on, or on the sale or retirement of, a Canadian dollar Note will have a tax basis equal to its U.S. dollar value at the time such interest is received or at the time the note is disposed of or payment is received in consideration of such sale or retirement (as applicable and as discussed in detail above). The amount of gain or loss recognized on a subsequent sale or other disposition of such foreign currency will be equal to the difference between (i) the amount of U.S. dollars, or the fair market value in U.S. dollars of the other currency or property received in such sale or other disposition, and (ii) the tax basis of the recipient in such foreign currency. A U.S. Holder who acquires such Note with previously owned foreign currency will recognize ordinary income or loss in an amount equal to the difference, if any, between such U.S. Holder's tax basis in the foreign currency and the U.S. dollar fair market value of the note on the date of acquisition. Such gain or loss generally will be treated as income or loss from sources within the United States for foreign tax credit limitation purposes.

Reportable Transaction Reporting

Under certain U.S. Treasury Regulations, U.S. Holders that participate in "reportable transactions" (as defined in the U.S. Treasury Regulations) must attach to their U.S. federal income tax returns a disclosure statement on IRS Form 8886. Under the relevant rules, a U.S. Holder may be required to treat a foreign currency exchange loss from the Canadian dollar Note as a reportable transaction if this loss exceeds the relevant threshold in the U.S. Treasury Regulations. For individuals and trusts, this loss threshold is US\$50,000 in any single year. U.S. Holders should consult their own tax advisors as to the possible obligation to file IRS Form 8886 with respect to the ownership or disposition of the Canadian dollar Notes, or any related transaction, including without limitation, the disposition of any non-U.S. currency received as interest or as proceeds from the sale, exchange, retirement or other disposition of the Canadian dollar Notes.

Information Reporting and Backup Withholding

In general, information reporting requirements may apply to payments of principal and interest on a note and to the proceeds of the sale or other disposition of a note made to U.S. Holders other than certain exempt recipients (such as corporations). A U.S. Holder of the notes may be subject to “backup withholding” with respect to certain “reportable payments”, including interest payments and, under certain circumstances, principal payments on the notes or upon the receipt of proceeds upon the sale or other disposition of such notes. These backup withholding rules apply if the U.S. Holder, among other things:

- fails to furnish a social security number or other taxpayer identification number (“**TIN**”) certified under penalty of perjury within a reasonable time after the request for the TIN;
- furnishes an incorrect TIN;
- is notified by the IRS that it has failed to report properly interest or dividends; or
- under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN furnished is the correct number and that such holder is not subject to backup withholding.

A U.S. Holder can generally avoid the application of the backup withholding rules by properly completing and submitting the IRS Form W-9 included with the Letter of Transmittal. A U.S. Holder that does not provide Videotron with its correct TIN also may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is creditable against the U.S. Holder’s U.S. federal income tax liability, and may entitle the U.S. Holder to a refund, *provided* that the required information is properly and timely furnished to the IRS. Backup withholding will not apply, however, with respect to payments made to certain exempt U.S. Holders, including corporations and tax-exempt organizations, *provided* their exemptions from backup withholding are properly established.

In addition, certain U.S. Holders that hold specified foreign financial assets (including stock and securities of a foreign issuer) with an aggregate value in excess of US\$50,000 on the last day of the taxable year or US\$75,000 at any time during the taxable year are required to report their holdings, along with other information, on their U.S. federal income tax returns, with certain exceptions. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. If you fail to report the required information, you could be subject to substantial penalties. U.S. Holders should consult their own tax advisors to determine the scope of these disclosure responsibilities.

Certain Canadian Material Federal Income Tax Considerations for Residents of the United States

The following is, at the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to a holder who acquires, as beneficial owner, the Senior Notes, including entitlement to all payments thereunder, pursuant to this offering and who, at all relevant times and for the purposes of the Tax Act and the regulations thereunder, (i) is not, and is not deemed to be, resident in Canada (including as a consequence of the *Canada-United States Income Tax Convention (1980)*, as amended), (ii) deals at arm’s length with Videotron and with any transferee resident or deemed resident in Canada to whom the holder disposes of Senior Notes, (iii) does not use or hold and is not deemed to use or hold the Senior Notes in or in the course of carrying on business in Canada, (iv) does not receive any payment of interest (including any amounts deemed to be interest) on the Senior Notes in respect of a debt or other obligation to pay an amount to a person with whom Videotron does not deal at arm’s length, (v) is not an “authorized foreign bank”, as defined in the Tax Act, (vi) is not a “registered non-resident insurer”, as defined in the Tax Act, (vii) is not an insurer carrying on an insurance business in Canada and elsewhere, (viii) is not a, and deals at arm’s length with any, “specified shareholder” of Videotron for purposes of the thin capitalization rules in the Tax Act, (ix) is not a “specified entity” in respect of Videotron or of any transferee to whom the holder disposes of Senior Notes, and (x) does not dispose of a Senior Note under, or in connection with, a “structured arrangement”, as defined in the Tax Act (a “**Non-Resident Holder**”). A “specified shareholder” for these purposes generally includes a person who (either alone or together with persons with whom that person is not dealing at arm’s length) owns or has the right to acquire or control or is otherwise deemed to own, shares of the capital stock of Videotron that either (i) give the holders of such shares 25% or more of the votes that could be cast at an annual meeting of the shareholders or (ii) have a fair market value of 25% or more of the fair market value of all of the issued and outstanding shares of the capital stock of Videotron. A “specified entity” in respect of a person for these purposes generally includes (i) an entity that (either alone or together with entities with whom such entity is not dealing at arm’s length for purposes of the Tax Act) owns or has the right to acquire or control or is otherwise deemed to own a 25% greater equity interest in such person, (ii) an entity interest, and (iii) an entity in which an entity describe in (i) (either alone or together with entities with whom such entity is not dealing at arm’s length) owns or has the right to acquire or control or is otherwise deemed to own a 25% or greater equity interest.

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This summary is based on the current provisions of the Tax Act and the regulations thereunder and the current administrative and assessing practices and policies of the Canada Revenue Agency published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act and the regulations thereunder announced by or on behalf of the Minister of Finance of Canada prior to the date hereof (the “**Proposed Amendments**”) and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurance can be given that the Proposed Amendments will be enacted as proposed or at all. This summary does not otherwise take into account or anticipate any changes in law or any administrative or assessing practice, whether by judicial, governmental, regulatory or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax considerations which may differ from the Canadian federal income tax considerations described herein.

THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT EXHAUSTIVE OF ALL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS THAT MAY BE RELEVANT TO A PARTICULAR HOLDER. THIS SUMMARY IS NOT INTENDED TO BE, AND SHOULD NOT BE INTERPRETED AS, LEGAL OR TAX ADVICE TO ANY PARTICULAR HOLDER, AND NO REPRESENTATION WITH RESPECT TO THE INCOME TAX CONSEQUENCES TO ANY PARTICULAR HOLDER IS MADE. ACCORDINGLY, YOU SHOULD CONSULT YOUR OWN TAX ADVISORS WITH RESPECT TO YOUR PARTICULAR CIRCUMSTANCES.

No Canadian withholding tax will apply to interest (including any amounts deemed to be interest), principal or premium paid or credited by Videotron on the Senior Notes to a Non-Resident Holder, or to the proceeds received by a Non-Resident Holder on a disposition of a Senior Note, including a redemption, payment on maturity, repurchase or purchase for cancellation.

No other taxes on income or gains will be payable under the Tax Act by a Non-Resident Holder on interest (including any amounts deemed to be interest), principal or premium or on the proceeds received by such Non-Resident Holder on the disposition of a Senior Note, including a redemption, payment on maturity, repurchase or purchase for cancellation.

F- Dividends and Paying Agents

Not applicable.

G- Statement By Experts

Not applicable.

H- Documents on Display

You may read and copy documents referred to in this annual report that have been filed with the SEC at the Public Reference Room at the SEC’s Headquarters, located at 100 F Street, N.E., Washington, D.C. 20549, or obtain copies of this information by mail from the Public Reference Room at prescribed rates. You may call the SEC at 1-800-SEC-0330 for further information on the SEC’s Public Reference Room. The SEC also maintains an Internet website that contains reports and other information that Videotron has furnished electronically with the SEC. The URL of that website is <http://www.sec.gov>. Any documents referred to in this annual report may also be inspected without charge at Videotron’s offices at 612 St. Jacques Street, Montréal, Québec, Canada, H3C 4M8.

I- Subsidiary Information

Not applicable.

J- Annual Report to Security Holders

Not applicable.

ITEM 11 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Videotron uses certain financial instruments, such as cross-currency interest rate swaps and foreign exchange forward contracts, to manage interest rate and foreign exchange risk exposures. These instruments are used solely to manage the financial risks associated with its obligations and are not used for trading or speculation purposes. For more information regarding Videotron's financial instruments and financial risk management, refer to Note 24 to its audited consolidated financial statements for the year ended December 31, 2025, included under "Item 18. Financial Statements" of this annual report.

Foreign Currency Risk

Most of Videotron's consolidated revenues, expenses and capital expenditures, other than interest expense on U.S.-dollar-denominated debt, purchases of set-top boxes, gateways, modems, mobile devices, the payment of royalties to certain business partners or service providers and certain costs related to the development and maintenance of its mobile networks, are received or paid in Canadian dollars. A significant portion of the interest, principal and premium, if any, payable on its debt is payable in U.S. dollars. Videotron has entered into transactions to hedge the foreign currency risk exposure on its U.S.-dollar-denominated debt obligations outstanding as of December 31, 2025, and to hedge its exposure on certain purchases. Accordingly, Videotron's sensitivity to variations in foreign exchange rates is economically limited.

Interest Rate Risk

Videotron's bank credit facilities bear interest at floating rates based on the following reference rates: (i) Term CORRA or Daily compounded CORRA, (ii) Term SOFR, (iii) Canadian prime rate or (iv) U.S. prime rate, as applicable. The Senior Notes issued by Videotron bear interest at fixed rates. Videotron has entered into cross-currency interest rate swap agreements in order to manage cash flow risk exposure. As of December 31, 2025, after taking into account the hedging instruments, long-term debt consisted of 92.7% fixed rate debt (84.9% in 2024) and 7.3% floating rate debt (15.1% in 2024).

The estimated sensitivity on interest payments of a 100 basis-point variance in the year-end Canadian floating rates as of December 31, 2025, was \$4.9 million.

Credit Risk

Credit risk is the risk of financial loss to Videotron if a customer or counterparty to a financial asset fails to meet its contractual obligations and arises principally from amounts receivable from customers, including contract assets.

The gross carrying amounts of financial assets represent the maximum credit exposure. As of December 31, 2025, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1,054.2 million (\$1,157.3 million as of December 31, 2024). In the normal course of business, Videotron continuously monitors the financial condition of its customers and reviews the credit history of each new customer. Videotron uses its customers' historical terms of payment and acceptable collection periods for each customer class, as well as changes in its customers' credit profiles, to define default on amounts receivable from customers, including contract assets.

As of December 31, 2025, no customer balance represented a significant portion of Videotron's consolidated trade receivables. Videotron is using the expected credit losses method to estimate its provision for credit losses, which considers the specific credit risk of its customers, the expected lifetime of its financial assets, historical trends and economic conditions. As of December 31, 2025, the provision for expected credit losses represented 4.1% of the gross amount of trade receivables and contract assets (3.4% as of December 31, 2024), while 2.8% of trade receivables were 90 days past their billing date (3.3% as of December 31, 2024).

Videotron believes that its product lines and the diversity of its customer base are instrumental in reducing its credit risk, as well as the impact of fluctuations in product-line demand. Videotron does not believe that it is exposed to an unusual level of customer credit risk.

As a result of its use of derivative financial instruments, Videotron is exposed to the risk of non-performance by a third party. When Videotron enters into derivative contracts, the counterparties (either foreign or Canadian) must have credit ratings at least in accordance with Videotron's risk management policy and are subject to concentration limits. These credit ratings and concentration limits are monitored on an ongoing basis but at least quarterly.

Fair Value of Financial Instruments

See “Item 5. Operating and Financial Review and Prospects – Additional Information – Financial Instruments and Financial Risk Management – Fair Value of Financial Instruments” in this annual report.

Material Limitations

Fair value estimates are made at a specific point in time and are based on relevant market information about the financial instruments. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Principal Repayments

As at December 31, 2025, the aggregate amount of minimum principal payments on long-term debt required in each of the next five years and thereafter based on borrowing levels as at that date, are as follows:

Year ending December 31,	(in millions of dollars)
2026	491.6
2027	688.2
2028	750.0
2029	1,286.0
2030	800.0
2031 and thereafter	2,808.5
Total	6,824.3

ITEM 12 – DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

ITEM 13 – DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14 – MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Material Modifications to the Rights of Security Holders

There have been no material modifications to the rights of security holders.

Use of Proceeds

Not applicable.

ITEM 15 – CONTROLS AND PROCEDURES

As at the end of the period covered by this report, Videotron’s President and Videotron’s Vice President Finance, together with members of Videotron’s senior management, have carried out an evaluation of the effectiveness of Videotron’s disclosure controls and procedures. These are defined (in Rule 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as controls and procedures designed to ensure that information required to be disclosed in reports filed under the Exchange Act is recorded, processed, summarized and reported within specified time periods. As of the date of the evaluation, Videotron’s President and Videotron’s Vice President Finance, concluded that Videotron’s disclosure controls and procedures were effective to ensure that information required to be disclosed in the reports that Videotron files or submits under the Exchange Act is accumulated and communicated to management, including Videotron’s principal executive and principal financial officer, to allow timely decisions regarding disclosure.

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Videotron's management is responsible for establishing and maintaining adequate internal control over financial reporting of Videotron (as defined by Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Videotron's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with IFRS. Videotron's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of Videotron's assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with IFRS, and that receipts and expenditures of Videotron are being made only in accordance with authorizations of management and directors of Videotron; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of Videotron's assets that could have a material effect on the consolidated financial statements. Because of its inherent limitations, internal controls over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Videotron's management conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that Videotron's internal control over financial reporting was effective as of December 31, 2025.

Pursuant to the *Dodd–Frank Wall Street Reform and Consumer Protection Act of 2010* and related SEC rules, Videotron is not required to include in its annual report an attestation report of Videotron's independent registered public accounting firm regarding Videotron's internal control over financial reporting. Videotron management's report regarding the effectiveness of its internal control over financial reporting was therefore not subject to attestation procedures by its independent registered public accounting firm.

There have been no changes in Videotron's internal control over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, Videotron's internal control over financial reporting.

ITEM 16 – [RESERVED]

ITEM 16A – AUDIT COMMITTEE FINANCIAL EXPERT

Videotron's Audit and Risk Management Committee has been structured to comply with the requirements of Canadian National Instrument 52-110 - Audit Committee ("NI 52-110"). Videotron's Board of Directors has determined that more than one "audit committee financial expert" (as defined in Item 16A of Form 20-F) are serving on Videotron's Audit and Risk Management Committee and that all members of the Audit and Risk Management Committee are "independent" directors, as defined under SEC rules.

ITEM 16B – CODE OF ETHICS

Videotron has a Code of Ethics that applies to all directors, officers and employees of Videotron, including its Chief Executive Officer, Vice President Finance, principal accounting officer, controller and persons performing similar functions. Videotron's Code of Ethics is included as an exhibit to this annual report on Form 20-F.

ITEM 16C – PRINCIPAL ACCOUNTANT FEES AND SERVICES

Ernst & Young LLP has served as Videotron’s independent registered public accounting firm for the fiscal years ended December 31, 2025, 2024 and 2023. The audited consolidated financial statements for each of the fiscal years in the three-year period ended December 31, 2025, are included in this annual report on Form 20-F.

Videotron’s Audit and Risk Management Committee establishes the independent auditors’ compensation. The Audit and Risk Management Committee adopted a policy relating to the pre-approval of services to be rendered by its independent auditors. The Audit and Risk Management Committee pre-approves all audit services, determines which non-audit services the independent auditors are prohibited from providing, and authorizes permitted non-audit services to be performed by the independent auditors to the extent those services are permitted by the Sarbanes-Oxley Act and Canadian law. For each of the years ended December 31, 2025, 2024 and 2023, none of the non-audit services described below were approved by the Audit and Risk Management Committee of Videotron’s Board of Directors pursuant to the “de minimis exception” to the pre-approval requirement for non-audit services. The following table presents the aggregate fees billed for professional services and other services rendered by Videotron’s independent auditors, Ernst & Young LLP, for the fiscal years ended December 31, 2025, 2024 and 2023.

	2025	2024	2023
Audit Fees ⁽¹⁾	\$ 1,716,836	\$ 2,011,040	\$ 2,313,972
Audit related Fees ⁽²⁾	—	—	—
Tax Fees ⁽³⁾	\$ 72,936	106,348	103,031
All Other Fees ⁽⁴⁾	—	—	—
Total	\$ 1,789,772	\$ 2,117,388	\$ 2,417,003

- (1) Audit Fees consist of fees approved for the annual audit of Videotron’s consolidated financial statements and quarterly reviews of interim financial statements of Videotron with the SEC, including required assistance or services that only the external auditor reasonably can provide and accounting consultations on specific issues and translation. It also includes audit and attestation services required by statute or regulation, such as comfort letters and consents, SEC prospectus and registration statements, other filings and other offerings, including annual reports and SEC forms and statutory audits.
- (2) Audit-related Fees consist of fees billed for assurance and related services that are traditionally performed by the external auditor and include consultations concerning financial accounting and reporting standards on proposed transactions, due diligence or accounting work related to acquisitions; employee benefit plan audits, and audit or attestation services not required by statute or regulation.
- (3) Tax Fees include fees billed for tax compliance services, including the preparation of original and amended tax returns and claims for refunds, tax consultations, such as assistance and representation in connection with tax audits and appeals, tax advice related to mergers, acquisitions and divestitures, transfer pricing, and requests for advance tax rulings or technical interpretations.
- (4) All Other Fees include fees billed for forensic accounting and occasional training services, assistance with respect to internal controls over financial reporting and disclosure controls and procedures.

ITEM 16D – EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E – PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F – CHANGES IN REGISTRANT’S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G – CORPORATE GOVERNANCE

Not applicable.

ITEM 16H – MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I – DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J – INSIDER TRADING POLICIES

Although Videotron is a private, wholly-owned subsidiary and Videotron’s securities are not listed on any exchange, Videotron has adopted, as part of its Code of Ethics, an insider trading policy that is reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to public corporations within the Quebecor group of companies. Videotron’s Code of Ethics is included as an exhibit to this annual report on Form 20-F.

ITEM 16K – CYBERSECURITY

Cybersecurity Risk Management and Strategy

Videotron recognizes the critical importance of preserving the security of its IT systems, software, networks, and other technological assets as well as maintaining the trust of its business partners and employees. To this end, Videotron has put in place processes to identify, assess, and mitigate cybersecurity risks.

Videotron’s cybersecurity processes and practices are aligned on industry best practices and recognized standards, including the ISO/IEC 27001 Standard. As a result, risk management is an integral part of the Corporation’s cybersecurity decisions and controls. Videotron’s approach to cybersecurity risk management involves identifying and assessing cyber risks and developing and implementing appropriate control measures. It ensures that risk evaluations are communicated to senior management, as well as following up on the implementation of risk mitigation strategies. Third-party risk assessments are carried out when establishing and renewing contractual agreements, as well as during periodic reviews of their security posture. Videotron’s risk management approach ensures that its current cybersecurity measures are kept up-to-date with the changing threat landscape.

As of the date of this annual report, the Corporation is not aware of any cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect the Corporation, including its business strategy, results of operations, or financial condition. For additional information concerning risks related to cybersecurity, see also the “Item 3. Key Information – Risk Factors”.

Governance

Videotron has set up a governance structure which is responsible for defining the cybersecurity orientations, practices, and frameworks that the organization must follow to protect its assets against perceived cybersecurity threats. To ensure the best possible compliance with the rules and standards laid down, a dedicated governance team oversees the application of the Corporation’s cybersecurity requirements, as well as compliance with the regulations, laws and contractual requirements to which the Corporation is subject.

Cybersecurity is the direct responsibility of the Senior Vice-President and Chief Technology Officer, who reports directly to the President and Chief Executive Officer of Videotron. The Senior Vice President and Chief Technology Officer is responsible, among others, for the Corporation’s security risk posture as well as launching initiatives to mitigate cybersecurity risks in collaboration with key asset stakeholders. To support him in his functions, the Vice President and Chief Technology Officer is assisted by a multi-skilled information security team (Governance Risk & Compliance, Security Operations Center, Security Architecture, etc.) headed by the Senior Director, Information Security.

The Board of Directors of Videotron considers cybersecurity as part of its risk oversight function and has delegated to the Audit and Risk Management Committee oversight of risks relating to information security (including cybersecurity), business continuity plans, regulatory and public policy, information management and privacy, physical security, fraud, vendor and supply chain management, network resiliency and other risks as required. The Audit and Risk Management Committee receives reports on security matters, including information security (including cybersecurity) each quarter. The Chair of the Audit and Risk Management Committee, in turn reports on cybersecurity risks and other information technology risks to the Board of Directors.

As cybersecurity is an important issue, Videotron has implemented a number of initiatives in this area such as the cybersecurity training for the Board of Directors in 2025 as well as a cybersecurity and privacy training program offered to all employees and consultants on a quarterly basis.

ITEM 17 – FINANCIAL STATEMENTS

Not applicable.

ITEM 18 – FINANCIAL STATEMENTS

Videotron’s consolidated balance sheets as at December 31, 2025 and 2024 and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the years in the three-year period ended December 31, 2025, including the notes thereto and together with the report of the Independent Registered Public Accounting Firm, are included beginning on page F-1 of this annual report.

ITEM 19 – EXHIBITS

The following documents are filed as exhibits to this Form 20-F:

- 1.1 [Certificate and Articles of Amalgamation of Videotron as of January 4, 2018 \(incorporated by reference to Exhibit 1.1 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed on March 27, 2018, Commission file No. 033-51000\).](#)
- 1.2 [By-laws of Videotron \(translation\) \(incorporated by reference to Exhibit 1.4 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 2.1 [Form of 5% Senior Notes due July 15, 2022 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.47 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 2.2 [Form of Notation of Guarantee by the subsidiary guarantors of the 5% Senior Notes due July 15, 2022 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.47 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 2.3 [Indenture, dated as of March 14, 2012, by and among Videotron, the subsidiary guarantors signatory thereto and Wells Fargo Bank, National Association, as trustee \(incorporated by reference to Exhibit 2.47 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 2.4 [Supplemental Indenture, dated as of March 12, 2015, by and among Videotron, 4Degrees Colocation Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.9 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.5 [Supplemental Indenture, dated as of January 8, 2016, by and among Videotron, 9529454 Canada Inc., 8480869 Canada Inc., Fibernoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.10 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.6 [Supplemental Indenture, dated as of June 20, 2016, by and among Videotron, 9176-6857 Québec Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.12 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)

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- 2.7 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.7 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.8 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.8 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.9 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of March 14, 2012 \(incorporated by reference to Exhibit 2.9 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.10 [Form of 5% Senior Notes due June 15, 2025 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.40 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2013, filed on March 20, 2014, Commission file No. 033-51000\).](#)
- 2.11 [Form of Notation of Guarantee of the subsidiary guarantors of the 5% Senior Notes due June 15, 2025 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.40 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2013, filed on March 20, 2014, Commission file No. 033-51000\).](#)
- 2.12 [Indenture, dated as of June 17, 2013, by and among Videotron, the subsidiary guarantors party thereto, and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.40 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2013, filed on March 20, 2014, Commission file No. 033-51000\).](#)
- 2.13 [Supplemental Indenture, dated as of March 12, 2015, by and among Videotron, 4Degrees Colocation Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.14 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.14 [Supplemental Indenture, dated as of January 8, 2016, by and among Videotron, 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.5 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.15 [Supplemental Indenture, dated as of June 20, 2016, by and among Videotron, 9176-6857 Québec Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.6 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 2.16 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.14 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.17 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.16 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.18 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.18 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)

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- 2.19 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, VMedia Inc., 2251723 Ontario Inc. and rivertv Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2013 \(incorporated by reference to Exhibit 2.19 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 2.20 [Form of 5½% Senior Notes due June 15, 2024 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.32 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2014, filed on March 23, 2015, Commission file No. 033-51000\).](#)
- 2.21 [Form of Notation of Guarantee of the subsidiary guarantors of the 5½% Senior Notes due June 15, 2024 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.32 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2014, filed on March 23, 2015, Commission file No. 033-51000\).](#)
- 2.22 [Indenture, dated as of April 9, 2014, by and among Videotron, the subsidiary guarantors party thereto, and Wells Fargo Bank, National Association, as trustee \(incorporated by reference to Exhibit 2.32 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2014, filed on March 23, 2015, Commission file No. 033-51000\).](#)
- 2.23 [Supplemental Indenture, dated as of March 12, 2015, by and among Videotron, 4Degrees Colocation Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.19 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.24 [Supplemental Indenture, dated as of January 8, 2016, by and among Videotron, 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.20 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.25 [Supplemental Indenture, dated as of June 20, 2016, by and among Videotron, 9176-6857 Québec Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.24 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 2.26 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.21 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.27 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.24 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.28 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.27 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.29 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, and VMedia Inc., 2251723 Ontario Inc. and rivertv Inc., as guarantors, and Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 9, 2014 \(incorporated by reference to Exhibit 2.29 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 2.30 [Form of 5¼% Senior Notes due January 15, 2026 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.23 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)

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- 2.31 [Form of Notation of Guarantee by the subsidiary guarantors of the 5¼% Senior Notes due January 15, 2026 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.23 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.32 [Indenture, dated as of September 15, 2015, by and among Videotron, the subsidiary guarantors signatory thereto and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.23 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.33 [Supplemental Indenture, dated as of January 8, 2016, by and among Videotron, 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.5 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 2.34 [Supplemental Indenture, dated as of June 20, 2016, by and among Videotron, 9176-6857 Québec Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.6 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 2.35 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.14 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.36 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.16 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.37 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.18 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.38 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, VMedia Inc., 2251723 Ontario Inc. and riverty Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of September 15, 2015 \(incorporated by reference to Exhibit 2.19 above\).](#)
- 2.39 [Form of 5¼% Senior Notes due April 15, 2027 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.26 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed on March 27, 2018, Commission file No. 033-51000\).](#)
- 2.40 [Form of Notation of Guarantee by the subsidiary guarantors of the 5¼% Senior Notes due April 15, 2027 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.26 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed on March 27, 2018, Commission file No. 033-51000\).](#)
- 2.41 [Indenture, dated as of April 13, 2017, by and among Videotron, the subsidiary guarantors signatory thereto and Wells Fargo Bank, National Association, as trustee \(incorporated by reference to Exhibit 2.26 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed on March 27, 2018, Commission file No. 033-51000\).](#)
- 2.42 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 13, 2017 \(incorporated by reference to Exhibit 2.31 of Videotron’s Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)

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- 2.43 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 13, 2017 \(incorporated by reference to Exhibit 2.36 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.44 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 13, 2017 \(incorporated by reference to Exhibit 2.41 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.45 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, and VMedia Inc., 2251723 Ontario Inc. and rivertv Inc., as guarantors, and Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of April 13, 2017 \(incorporated by reference to Exhibit 2.45 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 2.46 [Form of 4½% Senior Notes due January 15, 2030 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.34 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.47 [Form of Notation of Guarantee of the subsidiary guarantors of the 4½% Senior Notes due January 15, 2030 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.34 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.48 [Indenture, dated as of October 8, 2019, by and among Videotron, the subsidiary guarantors signatory thereto and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.34 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.49 [Supplemental Indenture, dated as of December 18, 2019, by and among Videotron, and 9408-8713 Québec Inc. and Fizz Mobile & Internet Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of October 8, 2019 \(incorporated by reference to Exhibit 2.14 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 2.50 [Supplemental Indenture, dated as of January 5, 2021, by and among Videotron, and Télédistribution Amos Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of October 8, 2019 \(incorporated by reference to Exhibit 2.16 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.51 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of October 8, 2019 \(incorporated by reference to Exhibit 2.18 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.52 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, VMedia Inc., 2251723 Ontario Inc. and rivertv Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of October 8, 2019 \(incorporated by reference to Exhibit 2.19 above\).](#)
- 2.53 [Form of 3½% Senior Notes due January 15, 2031 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.44 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.54 [Form of Notation of Guarantee of the subsidiary guarantors of the 3½% Senior Notes due January 15, 2031 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.44 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)
- 2.55 [Indenture, dated as of January 22, 2021, by and among Videotron, the subsidiary guarantors signatory thereto and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.44 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed on March 25, 2021, Commission file No. 033-51000\).](#)

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- 2.56 [Supplemental Indenture, dated as of April 16, 2021, by and among Videotron, and Cablovision Warwick Inc., as guarantor, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of January 22, 2021 \(incorporated by reference to Exhibit 2.18 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.57 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, VMedia Inc., 2251723 Ontario Inc. and riverty Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of January 22, 2021 \(incorporated by reference to Exhibit 2.19 above\).](#)
- 2.58 [Form of 3½% Senior Notes due June 15, 2028 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.54 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.59 [Form of Notation of Guarantee of the subsidiary guarantors of the 3½% Senior Notes due June 15, 2028 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.54 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.60 [Indenture, dated as of June 17, 2021, by and among Videotron, the subsidiary guarantors signatory thereto and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.54 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.61 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, VMedia Inc., 2251723 Ontario Inc. and riverty Inc., as guarantors, and Computershare Trust Company of Canada, as trustee, to the Indenture dated as of June 17, 2021 \(incorporated by reference to Exhibit 2.19 above\).](#)
- 2.62 [Form of 3½% Senior Notes due June 15, 2029 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.57 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.63 [Form of Notation of Guarantee of the subsidiary guarantors of the 3½% Senior Notes due June 15, 2029 of Videotron \(incorporated by reference to Exhibit E to Exhibit 2.57 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.64 [Indenture, dated as of June 17, 2021, by and among Videotron, the subsidiary guarantors signatory thereto and Wells Fargo Bank, National Association, as trustee \(incorporated by reference to Exhibit 2.57 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2021, filed on March 24, 2022, Commission file No. 033-51000\).](#)
- 2.65 [Supplemental Indenture, dated as of October 26, 2022, by and among Videotron, and VMedia Inc., 2251723 Ontario Inc. and riverty Inc., as guarantors, and Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, as trustee, to the Indenture dated as of June 17, 2021 \(incorporated by reference to Exhibit 2.65 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 2.66 [Form of Guarantee of the subsidiary guarantors of the Trust Indenture dated June 21, 2024 \(incorporated by reference to Exhibit A to Exhibit 2.67 below\).](#)
- 2.67 [Trust Indenture, dated as of June 21, 2024, by and among Videotron, the subsidiary guarantors party thereto, and Computershare Trust Company of Canada, as trustee \(incorporated by reference to Exhibit 2.67 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed on March 26, 2025, Commission file No. 033-51000\).](#)
- 2.68 [Form of 4.650% Series 1 Senior Notes due July 15, 2029 of Videotron \(incorporated by reference to Schedule A to Exhibit 2.69 below\).](#)
- 2.69 [First Supplemental Trust Indenture, dated as of June 21, 2024, by and among Videotron, the subsidiary guarantors party thereto, and Computershare Trust Company of Canada, as trustee, to the Trust Indenture dated as of June 21, 2024 \(incorporated by reference to Exhibit 2.69 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed on March 26, 2025, Commission file No. 033-51000\).](#)

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- 2.70 [Form of 5.000% Series 2 Senior Notes due July 15, 2034 of Videotron \(incorporated by reference to Schedule A to Exhibit 2.71 below\).](#)
- 2.71 [Second Supplemental Trust Indenture, dated as of June 21, 2024, by and among Videotron, the subsidiary guarantors party thereto, and Computershare Trust Company of Canada, as trustee, to the Trust Indenture dated as of June 21, 2024, as supplemented by the First Supplemental Trust Indenture, dated as of June 21, 2024 \(incorporated by reference to Exhibit 2.71 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed on March 26, 2025, Commission file No. 033-51000\).](#)
- 2.72 [Form of 5.700% Senior Notes due January 15, 2035 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.73 below\).](#)
- 2.73 [Indenture, dated as of November 8, 2024, by and among Videotron, the guarantors signatory thereto, and Computershare Trust Company, N.A., as trustee \(incorporated by reference to Exhibit 2.73 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed on March 26, 2025, Commission file No. 033-51000\).](#)
- 2.74 [Form of 3.950% Senior Notes due October 15, 2032 of Videotron \(incorporated by reference to Exhibit A to Exhibit 2.75 below\).](#)
- 2.75 [Third Supplemental Trust Indenture, dated as of November 20, 2025, by and among Videotron, the subsidiary guarantors party thereto, and Computershare Trust Company of Canada, as trustee, to the Trust Indenture dated as of June 21, 2024, as supplemented by the First Supplemental Trust Indenture, dated as of June 21, 2024 and the Second Supplemental Trust Indenture, dated as of June 21, 2024.](#)
- 4.1 [Amended and Restated Credit Agreement, dated as of July 20, 2011, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by Le SuperClub Videotron Ltée, Videotron Infrastructures Inc., Jobboom Inc., Videotron US Inc., 9227-2590 Québec Inc., 9230-7677 Québec Inc., Videotron G.P., and Videotron L.P., as guarantors \(incorporated by reference to Exhibit 4.1 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 4.2 [First Amending Agreement, dated as of June 14, 2013, amending the Amended and Restated Credit Agreement, dated as of July 20, 2011, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by Le SuperClub Videotron Ltée, Videotron Infrastructures Inc., Videotron US Inc., 9227-2590 Québec inc., 9230-7677 Québec inc., Videotron G.P., Videotron L.P. and 8487782 Canada Inc. as guarantors \(incorporated by reference to Exhibit 4.2 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2013, filed on March 20, 2014, Commission file, No. 033-51000\).](#)
- 4.3 [Second Amending Agreement, dated as of January 28, 2015, amending the Amended and Restated Credit Agreement, dated as of July 20, 2011, as amended, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9293-6707 Québec Inc., 9227-2590 Québec Inc., 9230-7677 Québec Inc., 8487782 Canada Inc., Videotron G.P., Videotron L.P. and Videotron Infrastructures Inc., as guarantors \(incorporated by reference to Exhibit 4.3 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 4.4 [Third Amending Agreement, dated as of June 16, 2015, amending the Amended and Restated Credit Agreement, dated as of July 20, 2011, as amended, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9293-6707 Québec Inc., 9227-2590 Québec Inc., 9230-7677 Québec Inc., 8487782 Canada Inc., Videotron G.P., Videotron L.P., Videotron Infrastructures Inc. and 4Degrees Colocation Inc., as guarantors \(incorporated by reference to Exhibit 4.4 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)

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- 4.5 [First Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of June 24, 2016, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9293-6707 Québec Inc., 9227-2590 Québec Inc., 9230-7677 Québec Inc., 9176-6857 Québec Inc., Videotron G.P., Videotron L.P., Videotron Infrastructures Inc., 4Degrees Colocation Inc., 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors \(incorporated by reference to Exhibit 4.5 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 4.6 [Second Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of January 3, 2018, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9293-6707 Québec Inc., 9176-6857 Québec Inc., Videotron Infrastructures Inc., 4Degrees Colocation Inc., 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors \(incorporated by reference to Exhibit 4.6 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed on March 27, 2018, Commission file No. 033-51000\).](#)
- 4.7 [Third Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of November 26, 2018, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9293-6707 Québec Inc., 9227-2590 Québec Inc., 9230-7677 Québec Inc., 9176-6857 Québec Inc., Videotron G.P., Videotron L.P., Videotron Infrastructures Inc., 4Degrees Colocation Inc., 9529454 Canada Inc., 8480869 Canada Inc., Fiberoire Inc. and Canadian P2P Fiber Systems Ltd., as guarantors \(incorporated by reference to Exhibit 4.7 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2018, filed on March 26, 2019, Commission file No. 033-51000\).](#)
- 4.8 [Fourth Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of May 20, 2022, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, the financial institutions signatory thereto, 9293-6707 Québec Inc., Videotron Infrastructures Inc., Télédistribution Amos Inc. and Mobile & Internet Fizz Inc., as guarantors, and acknowledged by 9176-6857 Québec Inc. and Cablovision Warwick Inc., as guarantors \(incorporated by reference to Exhibit 4.8 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 4.9 [Fifth Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of July 15, 2022, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, the financial institutions signatory thereto, 9293-6707 Québec Inc., Videotron Infrastructures Inc., Télédistribution Amos Inc. and Mobile & Internet Fizz Inc., as guarantors, and acknowledged by 9176-6857 Québec Inc. and Cablovision Warwick Inc., as guarantors \(incorporated by reference to Exhibit 4.9 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 4.10 [Sixth Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of January 13, 2023, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, the financial institutions signatory thereto, 9293-6707 Québec Inc., Videotron Infrastructures Inc. and Mobile & Internet Fizz Inc., as guarantors, and acknowledged by 9176-6857 Québec Inc., 2251723 Ontario Inc., VMedia Inc. and riverty Inc., as guarantors \(incorporated by reference to Exhibit 4.10 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 4.11 [Seventh Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of April 3, 2023, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, the financial institutions signatory thereto, 9293-6707 Québec Inc., Videotron Infrastructures Inc. and Mobile & Internet Fizz Inc., as guarantors, and acknowledged by 9176-6857 Québec Inc., 2251723 Ontario Inc., VMedia Inc. and riverty Inc., as guarantors \(incorporated by reference to Exhibit 4.11 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2023, filed on March 27, 2024, Commission file No. 033-51000\).](#)

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- 4.12 [Eighth Amending Agreement to the Amended and Restated Credit Agreement \(made pursuant to the Third Amending Agreement dated June 16, 2015 filed as Exhibit 4.4\), dated as of May 25, 2023, amending the Amended and Restated Credit Agreement, dated as of June 16, 2015, by and among Videotron, Royal Bank of Canada, as administrative agent, the financial institutions signatory thereto, 9293-6707 Québec Inc., Videotron Infrastructures Inc. and Mobile & Internet Fizz Inc., as guarantors, and acknowledged by 9176-6857 Québec Inc., 2251723 Ontario Inc., VMedia Inc. and rivertv Inc., as guarantors \(incorporated by reference to Exhibit 4.12 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2023, filed on March 27, 2024, Commission file No. 033-51000\).](#)
- 4.13 [Form of Guarantee of the Guarantors of the Credit Agreement \(incorporated by reference to Schedule D of Exhibit 4.1 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 4.14 [Form of Share Pledge of the shares of Videotron and the Guarantors of the Credit Agreement \(incorporated by reference to Schedule E of Exhibit 4.1 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 4.15 [Share Purchase Agreement dated August 12, 2022, by and among Quebecor, Videotron, Rogers and Shaw \(incorporated by reference to Videotron's Current Report on Form 6-K, filed on April 3, 2023, Commission file No. 033-51000\).](#)
- 4.16 [Amended and Restated Credit Agreement dated as of February 26, 2025, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto and acknowledged by 9525-7705 Québec Inc., 9176-6857 Québec Inc., Freedom Mobile Inc., Freedom Mobile Distribution Inc., Mobile & Internet Fizz Inc. and Videotron Infrastructures Inc., as guarantors \(incorporated by reference to Exhibit 4.16 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed on March 26, 2025, Commission file No. 033-51000\).](#)
- 4.17 [Form of Guarantee of the Guarantors of the Credit Agreement \(incorporated by reference to Schedule D of Exhibit 4.16 above\).](#)
- 4.18 [Amended and Restated Credit Agreement dated as of January 28, 2026, by and among Videotron, Royal Bank of Canada, as administrative agent, and the financial institutions signatory thereto.](#)
- 8.1 [Subsidiaries of Videotron.](#)
- 11.1 [Code of Ethics \(incorporated by reference to Exhibit 11.1 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 12.1 [Certification of Pierre Karl Péladeau, President of Videotron, pursuant to 15 U.S.C. Section 78\(m\)\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 12.2 [Certification of Jean-François Lescadres, Vice President Finance of Videotron, pursuant to 15 U.S.C. Section 78\(m\)\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 13.1 [Certification of Pierre Karl Péladeau, President of Videotron, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.](#)
- 13.2 [Certification of Jean-François Lescadres, Vice President Finance of Videotron pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.](#)
- 101 [Interactive Data Files.](#)

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

VIDEOTRON LTD.

By: /s/ Jean-François Lescadres
Name: Jean-François Lescadres
Title: Senior Vice President and Chief Financial Officer

Dated: March 27, 2026

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Consolidated financial statements of

VIDEOTRON LTD.

Years ended December 31, 2025, 2024 and 2023

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VIDEOTRON LTD.
CONSOLIDATED FINANCIAL STATEMENTS

Years Ended December 31, 2025, 2024 and 2023

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholder and the Board of Directors of **Videotron Ltd.**

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of **Videotron Ltd.** [the “Corporation”] as of December 31, 2025 and 2024, the related consolidated statements of income, comprehensive income, equity and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes [collectively referred to as the “consolidated financial statements”]. In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Corporation at December 31, 2025 and 2024, and its financial performance and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with International Financial Reporting Standards [“IFRSs”] as issued by the International Accounting Standards Board.

Basis for Opinion

These financial statements are the responsibility of the Corporation’s management. Our responsibility is to express an opinion on the Corporation’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) [PCAOB] and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Corporation is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Corporation’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Timing of revenue recognition from subscriber services

Description of the matter As disclosed in note 1 (e) to the consolidated financial statements, the Corporation recognizes revenue from subscriber services, such as television distribution, Internet access and wireline and mobile telephony, when the services are provided. Operating revenues related to service contracts are recognized in income on a straight-line basis over the period in which the services are provided, and the portion of revenues that is invoiced and unearned is presented as deferred revenue. The Corporation recognized revenues of \$4,847.5 million for the year ended December 31, 2025 and \$353.6 million of deferred revenue as of December 31, 2025, of which a significant portion related to these services.

The Corporation's revenue recognition process involves several information technology ["IT"] applications responsible for the initiation, processing, and recording of transactions from the Corporation's various customers, and the calculation and allocation of revenue by service in accordance with the Corporation's accounting policy. The timing of revenue recognition is considered a critical audit matter due to the complexity in our audit procedures considering the high volume of subscribers, each receiving different services with varying invoicing schedules.

How we addressed the matter in our audit To test the timing of revenue recognition from subscriber services and the deferred revenue balance, our audit procedures included, among others, identifying and testing the IT application controls and the IT general controls, with the assistance of our IT specialists, related to the timing of revenue recognition for subscriber services. We performed procedures over management's calculations of the deferred revenue balance related to these subscriber services as of December 31, 2025. We tested a sample of the relevant data used for the calculation of the deferred revenue balance related to the subscriber services as of December 31, 2025, and compared the invoice date, the invoice amount, and the types of services to the invoice and the related cash receipt. We assessed the appropriateness of manual entries posted to the deferred revenue account by agreeing to supporting documentation. Finally, we performed disaggregated analytical review procedures over revenue by service type and compared it to historical and budgeted amounts.

/s/ Ernst & Young LLP

We have served as the Corporation's auditor since 2008.

Montreal, Canada
March 20, 2026

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF INCOME

Years ended December 31, 2025, 2024 and 2023
(in millions of Canadian dollars)

	Note	2025	2024	2023
Revenues				
Mobile telephony		\$ 1,775.7	\$ 1,663.5	\$ 1,420.7
Internet		1,250.3	1,254.0	1,283.8
Television		748.2	777.9	802.6
Wireline telephony		231.4	248.9	278.3
Mobile equipment sales		668.1	695.1	613.5
Other		173.8	195.7	255.1
		<u>4,847.5</u>	<u>4,835.1</u>	<u>4,654.0</u>
Employee costs	2	525.9	490.8	472.3
Purchase of goods and services	2	1,938.4	2,008.9	1,951.4
Depreciation and amortization	9, 10, 11	796.2	883.8	844.0
Financial expenses	3	274.3	340.9	331.0
Restructuring, impairment of assets and other	4	25.1	26.1	20.1
Loss on debt refinancing	5	13.2	0.9	—
Income before income taxes		<u>1,274.4</u>	<u>1,083.7</u>	<u>1,035.2</u>
Income taxes:	6			
Current		256.8	239.2	213.1
Deferred		45.2	16.2	24.6
		<u>302.0</u>	<u>255.4</u>	<u>237.7</u>
Net income		<u>\$ 972.4</u>	<u>\$ 828.3</u>	<u>\$ 797.5</u>
Net income attributable to				
Shareholder		\$ 972.4	\$ 828.3	\$ 797.4
Non-controlling interests		—	—	0.1

See accompanying notes to consolidated financial statements.

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOMEYears ended December 31, 2025, 2024 and 2023
(in millions of Canadian dollars)

	Note	2025	2024	2023
Net income		\$ 972.4	\$ 828.3	\$ 797.5
Other comprehensive income (loss):				
Items that may be reclassified to income:				
Cash flow hedges:				
Gain (loss) on valuation of derivative financial instruments		64.0	(76.2)	5.1
Deferred income taxes		(5.8)	4.4	0.5
Items that will not be reclassified to income:				
Defined benefit plans:				
Re-measurement gain	26	23.9	22.8	6.4
Deferred income taxes		(6.3)	(6.0)	(1.7)
Reclassification to income:				
Loss related to cash flow hedges	5	9.7	—	—
Deferred income taxes		(0.4)	—	—
		<u>85.1</u>	<u>(55.0)</u>	<u>10.3</u>
Comprehensive income		\$ 1,057.5	\$ 773.3	\$ 807.8
Comprehensive income attributable to				
Shareholder		\$ 1,057.5	\$ 773.3	\$ 807.7
Non-controlling interests		—	—	0.1

See accompanying notes to consolidated financial statements.

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF EQUITY

Years ended December 31, 2025, 2024 and 2023
(in millions of Canadian dollars)

	Equity attributable to the shareholder			Equity attributable to non-controlling interests	Total equity
	Capital stock (note 18)	(Deficit) Retained earnings	Accumulated other comprehensive (loss) income (note 20)		
Balance as of December 31, 2022	\$ 312.9	\$ (527.3)	\$ (16.7)	\$ 0.3	\$ (230.8)
Net income	—	797.4	—	0.1	797.5
Other comprehensive income	—	—	10.3	—	10.3
Dividends	—	(421.0)	—	(0.1)	(421.1)
Balance as of December 31, 2023	312.9	(150.9)	(6.4)	0.3	155.9
Net income	—	828.3	—	—	828.3
Other comprehensive loss	—	—	(55.0)	—	(55.0)
Dividends	—	(590.0)	—	(0.2)	(590.2)
Balance as of December 31, 2024	312.9	87.4	(61.4)	0.1	339.0
Net income	—	972.4	—	—	972.4
Other comprehensive income	—	—	85.1	—	85.1
Dividends	—	(569.0)	—	—	(569.0)
Balance as of December 31, 2025	\$ 312.9	\$ 490.8	\$ 23.7	\$ 0.1	\$ 827.5

See accompanying notes to consolidated financial statements.

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31, 2025, 2024 and 2023
(in millions of Canadian dollars)

	Note	2025	2024	2023
Cash flows related to operating activities				
Net income		\$ 972.4	\$ 828.3	\$ 797.5
Adjustments for:				
Depreciation of property, plant and equipment	9	480.2	535.2	551.2
Amortization of intangible assets	10	187.9	224.6	194.0
Depreciation of right-of-use assets	11	128.1	124.0	98.8
Impairment of assets	4	6.3	15.7	0.4
Amortization of financing costs	3	8.7	9.0	8.0
Loss on debt refinancing	5	13.2	0.9	—
Deferred income taxes	6	45.2	16.2	24.6
Other		(2.4)	(1.1)	(0.1)
		<u>1,839.6</u>	<u>1,752.8</u>	<u>1,674.4</u>
Net change in non-cash balances related to operating activities	27	186.5	2.5	(79.3)
Cash flows provided by operating activities		<u>2,026.1</u>	<u>1,755.3</u>	<u>1,595.1</u>
Cash flows related to investing activities				
Capital expenditures	27	(615.3)	(565.6)	(536.0)
Deferred subsidies received (used) to finance capital expenditures	1(j), 9	1.0	34.2	(39.3)
Acquisitions of spectrum licences	10	—	(298.9)	(9.9)
Business acquisitions	7	(5.5)	(1.8)	(2,069.6)
Proceeds from disposals of assets		2.2	0.4	1.7
Promissory note to the parent corporation	25	—	—	(836.0)
Redemption (acquisition) of preferred shares of an affiliated corporation	25	1,530.0	(1,530.0)	1,595.0
Other		(0.5)	—	(0.3)
Cash flows provided by (used in) investing activities		<u>911.9</u>	<u>(2,361.7)</u>	<u>(1,894.4)</u>
Cash flows related to financing activities				
Net change in bank indebtedness		(3.0)	3.0	(0.4)
Net change under revolving facilities, net of financing costs	15	—	(364.0)	285.0
Issuance of long-term debt, net of financing costs	15	795.0	1,957.2	2,092.5
Repayment of long-term debt	15	(1,440.9)	(1,900.3)	—
Settlement of hedging contracts	15	25.4	163.0	—
Repayment of lease liabilities	16	(126.4)	(126.2)	(94.8)
Dividends		(569.0)	(590.2)	(421.1)
(Repayment) issuance of a loan from the parent corporation	25	(1,530.0)	1,530.0	(1,595.0)
Cash flows (used in) provided by financing activities		<u>(2,848.9)</u>	<u>672.5</u>	<u>266.2</u>
Net change in cash, cash equivalents and restricted cash		<u>89.1</u>	<u>66.1</u>	<u>(33.1)</u>
Cash, cash equivalents and restricted cash at beginning of the year		74.1	8.0	41.1
Cash, cash equivalents and restricted cash at end of the year	27	<u>\$ 163.2</u>	<u>\$ 74.1</u>	<u>\$ 8.0</u>

Non-cash investing transactions are presented in notes 9, 10 and 11.

See accompanying notes to consolidated financial statements.

**VIDEOTRON LTD.
CONSOLIDATED BALANCE SHEETS**December 31, 2025 and 2024
(in millions of Canadian dollars)

	Note	2025	2024
Assets			
Current assets			
Cash and cash equivalents		\$ 128.0	\$ 39.9
Restricted cash		35.2	34.2
Accounts receivable	8, 13	878.9	1,003.8
Contract assets	13	109.2	139.6
Income taxes		23.2	16.4
Inventories		272.3	302.3
Other current assets	13	150.7	173.8
		<u>1,597.5</u>	<u>1,710.0</u>
Non-current assets			
Property, plant and equipment	9	3,039.2	3,034.3
Intangible assets	10	3,375.2	3,401.3
Right-of-use assets	11	343.4	349.7
Goodwill	12	550.1	550.1
Derivative financial instruments	24	57.9	148.4
Investments	25	—	1,530.0
Promissory notes from the parent corporation	25	996.0	996.0
Other assets	13	510.2	509.6
		<u>8,872.0</u>	<u>10,519.4</u>
Total assets		<u>\$ 10,469.5</u>	<u>\$ 12,229.4</u>

VIDEOTRON LTD.
CONSOLIDATED BALANCE SHEETS (continued)

December 31, 2025 and 2024
(in millions of Canadian dollars)

	Note	2025	2024
Liabilities and equity			
Current liabilities			
Bank indebtedness		\$ —	\$ 3.0
Accounts payable, accrued charges and provisions	14	953.4	981.4
Deferred revenue		353.6	353.8
Deferred subsidies	1(j), 9	35.2	34.2
Income taxes		45.4	36.2
Current portion of long-term debt	15	491.6	400.0
Current portion of lease liabilities	16	110.3	108.5
		<u>1,989.5</u>	<u>1,917.1</u>
Non-current liabilities			
Long-term debt	15	6,301.5	7,182.3
Lease liabilities	16	263.0	270.0
Subordinated loan from the parent corporation	25	—	1,530.0
Derivative financial instruments	24	33.6	7.2
Deferred income taxes	6	822.4	764.6
Other liabilities	17	232.0	219.2
		<u>7,652.5</u>	<u>9,973.3</u>
Equity			
Capital stock	18	312.9	312.9
Retained earnings		490.8	87.4
Accumulated other comprehensive income (loss)	20	23.7	(61.4)
Equity attributable to the shareholder		827.4	338.9
Non-controlling interests		0.1	0.1
		<u>827.5</u>	<u>339.0</u>
Commitments and contingencies	21,23		
Total liabilities and equity		<u>\$ 10,469.5</u>	<u>\$ 12,229.4</u>

See accompanying notes to consolidated financial statements.

On March 20, 2026, the Board of Directors approved the consolidated financial statements for the years ended December 31, 2025, 2024 and 2023.

On behalf of the Board of Directors,

/s/ Sylvie Lalande
Sylvie Lalande
Chair of the Board

/s/ Lise Croteau
Lise Croteau
Director

**VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years ended December 31, 2025, 2024 and 2023
(tabular amounts in millions of Canadian dollars, except for option data)

Videotron Ltd. (“Videotron” or the “Corporation”) is incorporated under the laws of Québec. The Corporation is a wholly owned subsidiary of Quebecor Media Inc. (“Quebecor Media” or the “parent corporation”) and the ultimate parent corporation is Quebecor Inc. Unless the context otherwise requires, Videotron or the Corporation refer to Videotron Ltd. and its subsidiaries. The Corporation’s head office and registered office is located at 612 Saint-Jacques Street, Montreal, Québec, Canada. The percentages of voting rights and equity in its major subsidiaries are as follows:

	<u>% equity and voting¹</u>
Videotron Infrastructures Inc.	100.0 %
Videotron US Inc.	100.0 %
SETTE Inc.	<u>84.53 %</u>

¹ Freedom Mobile Inc., previously a wholly-owned subsidiary, was wound-up in the Corporation on December 31, 2025.

The Corporation offers Internet access, television distribution, mobile and wireline telephony, business solutions and over-the-top (“OTT”) video services in Canada.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES

(a) Basis of presentation

The consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

These consolidated financial statements have been prepared on a historical cost basis, except for certain financial instruments (note 1(i)), the liability related to stock-based compensation (note 1(p)) and the net defined benefit liability (note 1(q)), and they are presented in Canadian dollars (“CAN dollars”), which is the currency of the primary economic environment in which the Corporation operates (“functional currency”).

Comparative figures for the years ended December 31, 2024 and 2023 have been restated to conform to the presentation adopted for the year ended December 31, 2025.

(b) Consolidation

The consolidated financial statements include the accounts of the Corporation and its subsidiaries. Intercompany transactions and balances are eliminated on consolidation.

A subsidiary is an entity controlled by the Corporation. Control is achieved when the Corporation is exposed, or has rights, to variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

Non-controlling interests in the net assets and results of consolidated subsidiaries are identified separately from the parent corporation’s ownership interest. Non-controlling interests in the equity of a subsidiary consist of the amount of non-controlling interests calculated at the date of the original business combination and their share of changes in equity since that date. Changes in non-controlling interests in a subsidiary that do not result in a loss of control by the Corporation are accounted for as equity transactions.

(c) Business acquisition

A business acquisition is accounted for by the acquisition method. The cost of an acquisition is measured at the fair value of the consideration given in exchange for control of the business acquired at the acquisition date. This consideration can consist of cash, assets transferred, financial instruments issued, or future contingent payments. The identifiable assets and liabilities of the acquired business are recognized at their fair value at the acquisition date. Results of operations of an acquired business are included in the Corporation’s consolidated financial statements from the date of the business acquisition. Business acquisition costs are expensed as incurred and included in restructuring, impairment of assets and other in the consolidated statements of income.

(d) Foreign currency translation

Foreign currency transactions are translated to the functional currency by applying the exchange rate prevailing at the date of the transaction. Translation gains and losses on monetary assets and liabilities denominated in a foreign currency are recorded in the consolidated statements of income.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(e) Revenue recognition

The Corporation accounts for a contract with a customer only when all of the following criteria are met:

- the parties to the contract have approved the contract (in writing, orally or in accordance with other customary business practices) and are committed to perform their respective obligations;
- the entity can identify each party's rights regarding the goods or services to be transferred;
- the entity can identify the payment terms for the goods or services to be transferred;
- the contract has commercial substance (i.e. the risk, timing or amount of the entity's future cash flows is expected to change as a result of the contract); and
- it is probable that the entity will collect the consideration to which it is entitled in exchange for the goods or services to be transferred to the customer.

The portion of revenues that is invoiced and unearned is presented as "Deferred revenue" on the consolidated balance sheets. Deferred revenue is usually recognized as revenue in the subsequent year.

The Corporation provides services under multiple deliverable arrangements, mainly for mobile contracts in which the sale of mobile devices is bundled with telecommunication services over the contract term. The total consideration from a contract with multiple deliverables is allocated to all performance obligations in the contract based on the stand-alone selling price of each obligation. The total consideration can consist of an upfront fee or a number of monthly installments for the equipment sale and a monthly fee for the telecommunication service. Each performance obligation of multiple deliverable arrangements is then separately accounted for based on its allocated consideration amount.

The Corporation does not adjust the amount of consideration allocated to the equipment sale for the effects of a financing component since this component is not significant.

The Corporation recognizes each of its main activities' revenues as follows:

- operating revenues from subscriber services, such as television distribution, Internet access, wireline and mobile telephony, and OTT video services are recognized when services are provided;
- revenues from equipment sales to subscribers are recognized when the equipment is delivered;
- operating revenues related to service contracts are recognized in income on a straight-line basis over the period in which the services are provided; and
- wireline connection and mobile activation revenues are deferred and recognized respectively as revenues over the period of time the customer is expected to remain a customer of the Corporation and over the contract term.

When a mobile device and a service are bundled under a single mobile contract, the term of the contract is generally 24 months.

The portion of mobile revenues earned without being invoiced is presented as contract assets on the consolidated balance sheets. Contract assets are realized over the term of the contract.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(f) Impairment of assets

For the purposes of assessing impairment, assets are grouped in cash-generating units (“CGUs”), which represent the lowest levels for which there are separately identifiable cash inflows generated by those assets. The Corporation reviews, at each balance sheet date, whether events or circumstances have occurred to indicate that the carrying amounts of its long-lived assets with finite useful lives may be less than their recoverable amounts. Goodwill, intangible assets having an indefinite useful life, and intangible assets not yet available for use are tested for impairment each financial year, as well as whenever there is an indication that the carrying amount of the asset, or the CGU to which an asset has been allocated, exceeds its recoverable amount. The recoverable amount is the higher of the fair value less costs of disposal and the value in use of the asset or the CGU. Fair value less costs of disposal represents the amount an entity could obtain at the valuation date from the asset’s disposal in an arm’s length transaction between knowledgeable, willing parties, after deducting the costs of disposal. The value in use represents the present value of the future cash flows expected to be derived from the asset or the CGU.

An impairment loss is recognized in the amount by which the carrying amount of an asset or a CGU exceeds its recoverable amount. When the recoverable amount of a CGU to which goodwill has been allocated is lower than the CGU’s carrying amount, the related goodwill is first impaired. Any excess amount of impairment is recognized and attributed to assets in the CGU, prorated to the carrying amount of each asset in the CGU.

(g) Income taxes

Current income taxes are recognized with respect to amounts expected to be paid or recovered under the tax rates and laws that have been enacted or substantively enacted at the balance sheet date.

Deferred income taxes are accounted for using the liability method. Under this method, deferred income tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the carrying amounts of existing assets and liabilities in the consolidated financial statements and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted or substantively enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred income tax assets and liabilities is recognized in income in the period that includes the substantive enactment date. A deferred tax asset is recognized initially when it is probable that future taxable income will be sufficient to use the related tax benefits and may be reduced subsequently, if necessary, to an amount that is more likely than not to be realized. A deferred tax expense or benefit is recognized either in other comprehensive income or directly in equity to the extent that it relates to items that are recognized in other comprehensive income or directly in equity in the same or a different period.

In the course of the Corporation’s operations, there are a number of uncertain tax positions due to the complexity of certain transactions and to the fact that related tax interpretations and legislation are continually changing. When a tax position is uncertain, the Corporation recognizes an income tax benefit or reduces an income tax liability only when it is probable that the tax benefit will be realized in the future or when the income tax liability is no longer probable.

(h) Leases

The Corporation recognizes, for most of its leases, a right-of-use asset and a lease liability at the commencement of a lease. The right-of-use asset and the lease liability are initially measured at the present value of lease payments over the lease term, less incentive payments received, using the Corporation’s incremental borrowing rate at that date or the interest rate implicit in the lease. The term of the lease consists of the initial lease term and any additional period for which it is reasonably certain that the Corporation will exercise its extension option.

Right-of-use assets are depreciated over the shorter of the lease term or the useful life of the underlying asset.

Interest on lease liabilities is recorded in the consolidated statements of income as financial expenses and principal payments on the lease liability are presented as part of financing activities in the consolidated statements of cash flows.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(i) Financial instruments

Classification, recognition and measurement

Most financial assets and liabilities are classified as subsequently measured at amortized cost, except for derivative financial instruments, investments in preferred shares of an affiliated corporation and loans from/to the parent corporation, which are measured at fair value through other comprehensive income or through profit or loss. Contingent considerations arising from a business acquisition or disposal are measured at fair value at the transaction date with subsequent changes in fair value recorded in the consolidated statements of income.

Derivative financial instruments and hedge accounting

The Corporation uses various derivative financial instruments to manage its exposure to fluctuations in foreign currency exchange rates and interest rates. The Corporation does not hold or use any derivative financial instruments for speculative purposes. Under hedge accounting, the Corporation documents all hedging relationships between hedging instruments and hedged items, as well as its strategy for using hedges and its risk-management objective. It also designates its derivative financial instruments as either fair value hedges or cash flow hedges when they qualify for hedge accounting. The Corporation assesses the effectiveness of its hedging relationships at initiation and on an ongoing basis.

The Corporation generally enters into the following types of derivative financial instruments:

- The Corporation uses foreign exchange forward contracts to hedge foreign currency rate exposure on certain anticipated purchases in a foreign currency. These foreign exchange forward contracts are designated as cash flow hedges.
- The Corporation uses cross-currency swaps to hedge (i) foreign currency rate exposure on interest and principal payments on foreign-currency-denominated debt and/or (ii) fair value exposure on certain debt resulting from changes in interest rates. The cross-currency swaps that set all future interest and principal payments on U.S.-dollar-denominated debt in fixed CAN dollars, in addition to converting an interest rate from a floating rate to a floating rate or from a fixed rate to a fixed rate, are designated as cash flow hedges. The cross-currency swaps are designated as fair value hedges when they set all future interest and principal payments on U.S.-dollar-denominated debt in fixed CAN dollars, in addition to converting the interest rate from a fixed rate to a floating rate.
- The Corporation uses interest rate swaps to manage fair value exposure on certain debts resulting from changes in interest rates. These swap agreements require a periodic exchange of payments without the exchange of the notional principal amount on which the payments are based. These interest rate swaps are designated as fair value hedges when they convert the interest rate from a fixed rate to a floating rate, or as cash flow hedges when they convert the interest rate from a floating rate to a fixed rate.
- The Corporation has established a hedge ratio of one for one for all its hedging relationships as the underlying risks of its hedging derivatives are identical to the hedged item risks.

The Corporation measures and records the effectiveness of its hedging relationships as follows:

- For cash flow hedges, the hedge effectiveness is tested and measured by comparing changes in the fair value of the hedging derivative with the changes in the fair value of a hypothetical derivative that simulates the cash flows of the hedged item.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(i) Financial instruments (continued)

Derivative financial instruments and hedge accounting (continued)

- For fair value hedges, the hedge effectiveness is tested and measured by comparing changes in the fair value of the hedging derivative with the changes in the fair value of the hedged item attributable to the hedged risk.
- Most of the Corporation's hedging relationships are not generating material ineffectiveness.

Under hedge accounting, the Corporation applies the following accounting policies:

- For derivative financial instruments designated as cash flow hedges, the effective portion of a hedge is reported in other comprehensive income until it is recognized in income during the same period in which the hedged item affects income, while the ineffective portion is immediately recognized in income. When a cash flow hedge is discontinued, the amounts previously recognized in accumulated other comprehensive income are reclassified to income when the variability in the cash flows of the hedged item affects income.
- For derivative financial instruments designated as fair value hedges, changes in the fair value of the hedging derivative recorded in income are substantially offset by changes in the fair value of the hedged item to the extent that the hedging relationship is effective. When a fair value hedge is discontinued, the carrying value of the hedged item is no longer adjusted and the cumulative fair value adjustments to the carrying value of the hedged item are amortized to income over the remaining term of the original hedging relationship.

Interest expense on hedged long-term debt is reported at the hedged interest and foreign currency rates.

Any change in the fair value of derivative financial instruments that do not qualify for hedge accounting is recorded in the consolidated statements of income.

(j) Tax credits, government assistance and deferred subsidies

The Corporation receives tax credits mainly related to its research and development activities and has access to several government programs designed to support large investment projects and the roll-out of telecommunications services in various regions of Québec. Government financial assistance is accounted for as revenue or as a reduction in related costs, whether capitalized and amortized or expensed, in the year the costs are incurred and when management has reasonable assurance that the conditions of the government programs are being met.

In particular, when government assistance is received in advance, as it was for the programs to support the roll-out of telecommunications services in various regions of Québec, the amount received is recorded as deferred subsidies on the consolidated balance sheets. When the investments required under these programs are realized, the corresponding subsidies are recognized as a reduction in additions to property, plant and equipment. An amount of \$35.2 million was deferred as of December 31, 2025 (\$34.2 million as of December 31, 2024 and no amount deferred as of December 31, 2023).

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(k) Inventories

Inventories are valued at the lower of cost, determined by the first-in, first-out method or the weighted-average cost method, and net realizable value. Net realizable value represents the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale. When the circumstances that previously caused inventories to be written down below cost no longer exist, the amount of the write-down is reversed.

Inventories related to audiovisual content comprise broadcast rights, which are essentially contractual rights allowing the limited or unlimited broadcast of televisual products or movies. The Corporation records the rights acquired as inventory and the obligations incurred under a licence agreement as a liability when the contractual broadcast period begins and the contractual conditions of the licence are met. Audiovisual content costs are amortized to operating expenses on a straight-line basis over the contractual broadcasting period or a period not exceeding three years beginning at the moment that the content is made available on the Corporation's OTT video services platform.

The net realizable value of inventories related to audiovisual content is examined periodically by management and revised as necessary. The carrying value of the related inventories is reduced to the net realizable value, if necessary, based on this assessment.

(l) Property, plant and equipment

Property, plant and equipment are recorded at cost. Cost represents the acquisition costs, net of government subsidies and investment tax credits, or construction costs, including preparation, installation and testing costs. In the case of projects to construct wireline and mobile networks, the cost includes equipment, direct labour and related overhead costs. Projects under development may also consist of advance payments made to suppliers for equipment under construction.

Borrowing costs are also included in the cost of property, plant and equipment during the development phase. Expenditures, such as maintenance and repairs, are expensed as incurred.

Depreciation is calculated on a straight-line basis over the following estimated useful lives:

<u>Assets</u>	<u>Estimated useful lives</u>
Buildings and leasehold improvements	5 to 40 years
Furniture and equipment	3 to 7 years
Telecommunication networks	3 to 20 years

Depreciation methods, residual values, and the useful lives of significant property, plant and equipment are reviewed at least once a year. Any change is accounted for prospectively as a change in accounting estimate.

Leasehold improvements are depreciated over the shorter of the term of the lease and their estimated useful life.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(l) Property, plant and equipment (continued)

A decommissioning obligation in connection with the Corporation's mobile network is recorded at the net present value of the estimated future expenditures required to settle the estimated future obligation at the consolidated balance sheet date. Changes in estimates of the decommissioning obligation are reflected in property, plant and equipment on the consolidated balance sheets. The Corporation does not record any decommissioning obligations in connection with its wireline distribution networks. The Corporation expects to renew all of its agreements with utility companies to access their support structures in the future, making the retirement date so far into the future that the present value of the restoration costs is insignificant for those assets.

The Corporation is engaged in an agreement to operate a shared LTE network in the Province of Québec and in the Ottawa area.

(m) Goodwill and intangible assets

Goodwill

Goodwill initially arising from a business acquisition is measured and recognized as the excess of the fair value of the consideration paid over the fair value of the recognized identifiable assets acquired and liabilities assumed.

Goodwill is allocated as at the date of a business acquisition to a CGU for purposes of impairment testing (note 1(f)). The allocation is made to the CGU or group of CGUs expected to benefit from the synergies of the business acquisition.

Intangible assets

Spectrum licences are recorded at cost, or at fair value when acquired through a business acquisition. Spectrum licences have an indefinite useful life and are not amortized, in view of the following facts: (i) the Corporation intends to renew the spectrum licences and believes that they are likely to be renewed by Innovation, Science and Economic Development Canada (ISED Canada); (ii) the Corporation has the financial and operational ability to renew these spectrum licences; (iii) currently, the competitive, legal and regulatory landscape does not limit the useful lives of the spectrum licences; and (iv) the Corporation foresees no limit to the period during which these licences can be expected to generate cash flows in the future.

Software is recorded at cost. In particular, internally generated intangible assets such as software and website development mainly consist of internal costs in connection with the development of assets to be used internally or to provide services to customers. These costs are capitalized when the development stage of the software application begins and costs incurred prior to that stage are recognized as expenses.

Customer relationships, brand names and other intangible assets acquired through a business acquisition are recorded at fair value at the date of acquisition. Brand names have an indefinite useful life and are not amortized.

Borrowing costs directly attributable to the acquisition, development or production of an intangible asset are also included as part of the cost of that asset during the development phase.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(m) Goodwill and intangible assets (continued)

Intangible assets (continued)

Intangible assets with finite useful lives are amortized over their useful lives using the straight-line method over the following periods:

<u>Assets</u>	<u>Estimated useful lives</u>
Software	3 to 7 years
Customer relationships and other	5 to 8 years

Amortization methods, residual values, and the useful lives of significant intangible assets are reviewed at least once a year. Any change is accounted for prospectively as a change in accounting estimate.

(n) Contract costs

Incremental and direct costs, such as costs to obtain a contract (mainly sales commissions) or the cost of connecting a subscriber to the Corporation's telecommunication network, are included in contract costs and amortized over the period of time the customer is expected to maintain its service or over the contract term. The amortization of contract costs is included in purchase of goods and services in the consolidated statements of income.

(o) Provisions

Provisions are recognized (i) when the Corporation has a present legal or constructive obligation as a result of a past event and it is probable that an outflow of economic benefits will be required to settle the obligation, and (ii) when the amount of the obligation can be reliably estimated.

A decommissioning obligation is accounted for when the Corporation has a legal obligation to dismantle its wireless network equipment on leased premises at the end of a lease. The obligation is calculated by discounting projected future dismantling costs. The accretion of the liability as the discount unwinds is recognized as a financial expense. When a decommissioning obligation is recognized, a corresponding asset in property, plant and equipment is also recognized. Future dismantling costs and the discount rate are reviewed periodically.

Restructuring costs, primarily consisting of termination benefits, are recognized when a detailed plan for the restructuring exists and a valid expectation that the plan will be carried out has been raised in those affected.

Provisions are reviewed at each consolidated balance sheet date and changes in estimates are reflected in the consolidated statements of income in the reporting period in which the changes occur.

(p) Stock-based compensation

Stock-based awards to employees that call for settlement in cash at the option of the employee, such as stock option awards, are accounted for at fair value and classified as a liability. The compensation cost is recognized in expenses over the vesting period. Changes in the fair value of stock-based awards between the grant date and the measurement date result in a change in the liability and compensation cost.

The fair value of stock option awards is determined by applying an option pricing model, taking into account the terms and conditions of the grant, the share price and other key assumptions described in note 19.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(q) Pension plans and postretirement benefits

The Corporation offers defined contribution pension plans and defined benefit pension plans to some of its employees.

(i) Defined contribution pension plans

Under its defined contribution pension plans, the Corporation pays fixed contributions to participating employees' pension plans and has no legal or constructive obligation to pay any further amounts. Obligations for contributions to defined contribution pension plans are recognized as employee benefits in the consolidated statements of income when the contributions become due.

(ii) Defined benefit pension plans and postretirement plans

Defined benefit pension plan costs are determined using actuarial methods and are accounted for using the projected unit credit method, which incorporates management's best estimates of future salary levels, other cost escalations, retirement ages of employees, and other actuarial factors. Defined benefit pension costs recognized in the consolidated statements of income as employee costs, mainly include the following:

- service costs provided in exchange for employee services rendered during the period;
- prior service costs recognized at the earlier of (a) when the employee benefit plan is amended or (b) when restructuring costs are recognized; and
- curtailment or settlement gain or loss.

Interest on net defined benefit liability or asset recognized in the consolidated statements of income as financial expenses, is determined by multiplying the net defined benefit liability or asset by the discount rate used to determine the defined benefit obligation.

Re-measurements of the net defined benefit liability or asset are recognized immediately in other comprehensive income (loss) and in accumulated other comprehensive (loss) income. Re-measurements consist of the following:

- actuarial gains and losses arising from changes in financial and demographic actuarial assumptions used to determine the defined benefit obligation or from experience adjustments to liabilities;
- the difference between actual return on plan assets and interest income on plan assets anticipated as part of the interest on net defined benefit liability or asset calculation; and
- changes in the net benefit asset limit or in the minimum funding liability.

Recognition of a net benefit asset is limited under certain circumstances to the amount recoverable, which is primarily based on the present value of future contributions to the plan, to the extent that the Corporation can unilaterally reduce those future contributions. In addition, an adjustment to the net benefit asset or the net benefit liability can be recorded to reflect a minimum funding liability in a certain number of the Corporation's pension plans.

The Corporation also offers discounts on telecommunication services and health, life and dental insurance plans to some of its retired employees. The cost of postretirement benefits is determined using an accounting methodology similar to that for defined benefit pension plans. The benefits related to these plans are funded by the Corporation as they become due.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(r) Use of estimates and judgments

The preparation of consolidated financial statements in accordance with IFRS requires management to make estimates, assumptions and judgments that affect the reported amounts of assets and liabilities, related amounts of revenues and expenses, and disclosure of contingent assets and liabilities. Although these estimates are based on management's best judgment and information available at the time of the assessment date, actual results could differ from those estimates.

The following significant areas represent management's most difficult, subjective or complex estimates:

(i) Recoverable amount of an asset or a CGU

When an impairment test is performed on an asset or a CGU, management estimates the recoverable amount of the asset or CGU based on its fair value less costs of disposal or its value in use. These estimates are based on valuation models requiring the use of a number of assumptions such as forecasts of future cash flows, pre-tax discount rate (WACC) and perpetual growth rate. These assumptions have a significant impact on the results of impairment tests and on the impairment charge, as the case may be, recorded in the consolidated statements of income. A description of key assumptions used in the goodwill impairment tests and a sensitivity analysis of recoverable amounts are presented in note 12.

(ii) Costs and obligations related to pension and postretirement benefit plans

Estimates of costs and obligations related to pension and postretirement benefit obligations are based on a number of assumptions, such as the discount rate, the rate of increase in compensation, the retirement age of employees, health care costs, and other actuarial factors. Certain of these assumptions may have a significant impact on employee costs and financial expenses recorded in the consolidated statements of income, the re-measurement gain or loss on defined benefit plans recorded in the consolidated statements of comprehensive income, and the carrying value of other assets or other liabilities on the consolidated balance sheets. Key assumptions and a sensitivity analysis of the discount rate are presented in note 26.

(iii) Provisions

The recognition of provisions requires management to estimate expenditures required to settle a present obligation or to transfer it to a third party at the date of assessment. It can also require an assessment of the probable outcomes of legal proceedings or other contingencies. Management expectations on the potential effect of the possible outcomes of legal disputes on the consolidated financial statements are presented in note 23.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(r) Use of estimates and judgments (continued)

(iv) Purchase price allocations

As part of the purchase price allocation related to a business acquisition, the identifiable assets and liabilities of the business acquired are recognized at their fair value at the acquisition date. The determination of fair value requires management to make assumptions, estimates and judgments regarding a number of factors. These estimates are based on valuation models requiring the use of a number of assumptions such as revenue growth rates, customer attrition rates, projected operating margins, the royalty rate and discount rates. These models also use available information such as comparable replacement cost data and market data. In addition, management has to determine the most appropriate valuation method for estimating the fair value of each asset. The determination of a purchase price allocation could have an impact on the carrying value of assets and liabilities on the consolidated balance sheets, on the depreciation and amortization charge recorded in the consolidated statements of income, as well as on the results of impairment tests and on the impairment charge.

The following areas represent management's most significant judgments, apart from those involving estimates:

(i) Useful life periods for the depreciation and amortization of assets with finite useful lives

For each class of assets with finite useful lives, management has to determine over which period the Corporation will consume the assets' future economic benefits. The determination of a useful life period involves judgment and has an impact on the depreciation and amortization charge recorded in the consolidated statements of income.

(ii) Interpretation of laws and regulations

Interpretation of laws and regulation, including those of the Canadian Radio-television and Telecommunications Commission (CRTC) and tax regulations, requires judgment from management and could have an impact on revenue recognition, provisions, income taxes and capital expenditures in the consolidated financial statements.

(s) Future changes to accounting standards

The IASB has issued the following accounting standard that will become effective for the annual period beginning on January 1, 2027, with early adoption permitted:

- IFRS 18, *Presentation and disclosure in financial statements* (replacing IAS 1, *Presentation of financial statements*), to set out additional requirements and guidance on the presentation of financial statements especially on how information is presented in the statement of income and the statement of cash flows. The new standard will also require the disclosure of management-defined performance measures related to the statements of income, along with explanations of their use.

The Corporation is currently assessing the impact that adopting this new standard will have on its consolidated financial statements.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

2. EMPLOYEE COSTS AND PURCHASE OF GOODS AND SERVICES

The main components are as follows:

	2025	2024	2023
Employee costs	\$ 702.1	\$ 663.3	\$ 636.4
Less employee costs capitalized to property, plant and equipment and to intangible assets	(176.2)	(172.5)	(164.1)
	<u>525.9</u>	<u>490.8</u>	<u>472.3</u>
Purchase of goods and services: ¹			
Costs related to products sold	877.7	895.8	818.8
Royalties and rights	346.6	386.7	425.5
Subcontracting costs	92.0	101.1	109.9
Marketing and distribution expenses	81.4	85.1	95.1
Other	540.7	540.2	502.1
	<u>1,938.4</u>	<u>2,008.9</u>	<u>1,951.4</u>
	<u>\$ 2,464.3</u>	<u>\$ 2,499.7</u>	<u>\$ 2,423.7</u>

¹ Cost of inventories included in purchase of goods and services amounted to \$762.6 million in 2025 (\$746.5 million in 2024 and \$739.8 million in 2023). Write-downs of inventories totalling \$13.4 million were recognized in purchase of goods and services in 2025 (\$5.3 million in 2024 and \$3.8 million in 2023).

3. FINANCIAL EXPENSES

	2025	2024	2023
Third parties:			
Interest on long-term debt	\$ 313.0	\$ 369.3	\$ 366.1
Amortization of financing costs	8.7	9.0	8.0
Interest on lease liabilities	19.1	18.8	16.2
(Gain) loss on foreign currency translation of short-term monetary items	(1.8)	4.7	(0.6)
Other	2.0	5.6	5.2
	<u>341.0</u>	<u>407.4</u>	<u>394.9</u>
Affiliated corporations:			
Interest expense	108.6	100.4	126.2
Dividend income	(109.7)	(101.5)	(127.5)
Interest on lease liabilities	0.8	1.1	1.3
Interest income	(66.4)	(66.5)	(63.9)
	<u>(66.7)</u>	<u>(66.5)</u>	<u>(63.9)</u>
	<u>\$ 274.3</u>	<u>\$ 340.9</u>	<u>\$ 331.0</u>

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

4. RESTRUCTURING, IMPAIRMENT OF ASSETS AND OTHER

	2025	2024	2023
Restructuring ¹	\$ 9.8	\$ 7.6	\$ 4.9
Impairment of assets ²	6.3	15.7	0.4
Other ³	9.0	2.8	14.8
	<u>\$ 25.1</u>	<u>\$ 26.1</u>	<u>\$ 20.1</u>

¹ Includes various cost reduction initiatives.

² Includes mainly charges of impairment of assets in connection with initiatives to integrate the Freedom business.

³ Includes mainly the retroactive costs relating to an appeal court decision made in the second quarter of 2025 on tariffs for the retransmission of distant television signals, acquisition costs related to the Freedom acquisition in 2023 and other items.

5. LOSS ON DEBT REFINANCING

On November 20, 2025, Videotron redeemed all of its US\$600.0 million aggregate principal amount of 5.125% Senior Notes due April 15, 2027, and unwound the related hedging contracts for a total cash consideration of \$815.5 million. As a result, a net loss of \$13.2 million was recorded in the consolidated statement of income in 2025, including a loss of \$9.7 million previously recorded in other comprehensive income.

6. INCOME TAXES

The following table reconciles income taxes at the Corporation's domestic statutory tax rate of 26.5% in 2025 (26.5% in 2024 and 2023) with income taxes in the consolidated statements of income:

	2025	2024	2023
Income taxes at domestic statutory tax rate	\$ 337.7	\$ 287.2	\$ 274.3
(Reduction) increase resulting from:			
Non-deductible charges and non-taxable income	(8.8)	(3.1)	0.1
Tax consolidation transactions (note 25)	(29.1)	(26.9)	(33.8)
Other	2.2	(1.8)	(2.9)
Income taxes	<u>\$ 302.0</u>	<u>\$ 255.4</u>	<u>\$ 237.7</u>

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

6. INCOME TAXES (continued)

The significant items comprising the Corporation's net deferred income tax liability and their impact on the deferred income tax expense are as follows:

	Consolidated balance sheets		Consolidated income statements		
	2025	2024	2025	2024	2023
Loss carryforwards	\$ 3.7	\$ 47.7	\$ 44.0	\$ 51.1	\$ 0.9
Decommissioning obligation	39.6	39.3	(0.3)	(1.7)	(0.3)
Defined benefit plans	4.0	4.6	(5.7)	(5.8)	(3.1)
Property, plant and equipment	(391.2)	(387.9)	3.3	(26.4)	8.3
Goodwill, intangible assets and other assets	(493.2)	(452.1)	41.1	3.0	19.2
Long-term debt and derivative financial instruments	(6.0)	(0.3)	(0.5)	(0.3)	0.7
Other	20.7	(15.9)	(36.7)	(3.7)	(1.1)
	<u>\$ (822.4)</u>	<u>\$ (764.6)</u>	<u>\$ 45.2</u>	<u>\$ 16.2</u>	<u>\$ 24.6</u>

Changes in the net deferred income tax liability are as follows:

	2025	2024
Balance at beginning of year	\$ (764.6)	\$ (759.2)
Recognized in income	(45.2)	(16.2)
Recognized in other comprehensive income	(12.5)	(1.6)
Other	(0.1)	12.4
Balance at end of year	<u>\$ (822.4)</u>	<u>\$ (764.6)</u>

There are no income tax consequences attached to the payment of dividends or distributions by the Corporation to its shareholder.

Pillar Two legislation, which introduces new taxing mechanisms that could impose a minimum tax on income from the Corporation and its subsidiaries, was substantively enacted in Canada in 2024. The implementation of these new tax rules in 2025 and 2024 has no impact on the Corporation.

VIDEOTRON LTD.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

7. BUSINESS ACQUISITIONS

On April 3, 2023, Videotron acquired all the issued shares of Freedom Mobile Inc. ("Freedom") from Shaw Communications Inc. ("Shaw") for a cash consideration of \$2.07 billion, net of cash acquired of \$103.2 million. As part of this transaction, Videotron assumed certain debts, mainly lease obligations. A post-closing adjustment of \$2.0 million was paid by Videotron in 2025. This acquisition immediately preceded the acquisition of Shaw by Rogers Communications Inc. ("Rogers"). The acquisition of Freedom included the Freedom Mobile brand's entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets. It also included a long-term undertaking by Shaw and Rogers to provide Videotron with transport services (including backhaul and backbone), roaming services and wholesale Internet services. Videotron also made certain commercial commitments to the Minister of Innovation, Science and Industry. These transactions have supported the expansion of the Corporation's telecommunications services in Ontario and Western Canada.

The table below presents the fair value of the net assets acquired as of the acquisition date:

Assets	
Accounts receivable	\$ 257.3
Other current assets ¹	181.3
Property, plant and equipment ²	709.1
Intangible assets ³	1,177.7
Right-of-use of assets	226.2
Other assets	65.8
	<u>2,617.4</u>
Liabilities	
Accounts payable, accrued charges and provisions	(127.2)
Other current liabilities	(94.2)
Lease liabilities	(226.2)
Deferred income taxes	(17.9)
Other liabilities	(84.1)
	<u>(549.6)</u>
Net assets acquired	\$ 2,067.8
Cash consideration paid	\$ 2,171.0
Cash acquired	(103.2)
	<u>\$ 2,067.8</u>

¹ Includes mainly inventories and contract assets.

² Includes mainly the wireless network.

³ Includes mainly spectrum licences, software, customer relationships, the Freedom brand and others.

The Freedom acquisition contributed revenues of \$850.1 million and net income of \$94.0 million from April 3, 2023 to December 31, 2023, excluding financial expenses incurred on the term credit facility entered into in April 2023 to finance the acquisition (note 15).

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

8. ACCOUNTS RECEIVABLE

	Note	2025	2024
Trade		\$ 653.0	\$ 754.3
Amounts receivable from affiliated corporations	25	29.1	33.5
Other		196.8	216.0
		<u>\$ 878.9</u>	<u>\$ 1,003.8</u>

9. PROPERTY, PLANT AND EQUIPMENT

Changes in the net carrying amount of property, plant and equipment are as follows:

	Land, buildings and leasehold improvements	Furniture and equipment	Telecom- munication networks	Projects under development	Total
Cost					
Balance as of December 31, 2023	\$ 237.2	\$ 1,311.1	\$ 7,959.4	\$ 159.4	\$ 9,667.1
Additions ¹	0.9	52.1	247.3	145.7	446.0
Net change in additions financed with non-cash balances ²	—	(3.2)	(69.1)	17.8	(54.5)
Reclassification	0.9	8.9	146.6	(156.4)	—
Retirement, disposals and other	(2.3)	(59.4)	(92.4)	—	(154.1)
Balance as of December 31, 2024	236.7	1,309.5	8,191.8	166.5	9,904.5
Additions ¹	0.7	118.8	200.7	167.8	488.0
Net change in additions financed with non-cash balances ²	—	(7.5)	8.0	5.2	5.7
Reclassification	0.5	9.2	124.5	(134.2)	—
Retirement, disposals and other	(2.4)	(58.0)	(94.8)	0.5	(154.7)
Balance as of December 31, 2025	<u>\$ 235.5</u>	<u>\$ 1,372.0</u>	<u>\$ 8,430.2</u>	<u>\$ 205.8</u>	<u>\$ 10,243.5</u>
Accumulated depreciation and impairment losses					
Balance as of December 31, 2023	\$ 106.2	\$ 1,090.1	\$ 5,317.9	\$ —	\$ 6,514.2
Depreciation	9.8	70.0	455.4	—	535.2
Retirement, disposals and other	(2.3)	(91.7)	(85.2)	—	(179.2)
Balance as of December 31, 2024	113.7	1,068.4	5,688.1	—	6,870.2
Depreciation	7.8	65.2	407.2	—	480.2
Retirement, disposals and other	(2.1)	(56.7)	(87.3)	—	(146.1)
Balance as of December 31, 2025	<u>\$ 119.4</u>	<u>\$ 1,076.9</u>	<u>\$ 6,008.0</u>	<u>\$ —</u>	<u>\$ 7,204.3</u>
Net carrying amount					
As of December 31, 2024	\$ 123.0	\$ 241.1	\$ 2,503.7	\$ 166.5	\$ 3,034.3
As of December 31, 2025	<u>116.1</u>	<u>295.1</u>	<u>2,422.2</u>	<u>205.8</u>	<u>3,039.2</u>

¹ Net of government credits received for large investment projects (\$35.2 million in 2025 and \$26.7 million in 2024) and of deferred subsidies used for the roll-out of telecommunications services in various regions of Québec (\$17.3 million in 2025 and \$2.8 million in 2024).

² Includes also the net change in government credits receivable for large investment projects (increases of \$6.2 million in 2025 and \$67.5 million in 2024).

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

10. INTANGIBLE ASSETS

Changes in the net carrying amount of intangible assets are as follows:

	Spectrum licences	Software	Customer relationships, brand names, projects under development and other	Total
Cost				
Balance as of December 31, 2023	\$ 2,610.9	\$ 1,752.1	\$ 364.0	\$ 4,727.0
Additions ^{1,2}	298.9	28.1	91.5	418.5
Net change in additions financed with non-cash balances ³	—	(92.3)	0.4	(91.9)
Reclassification	—	52.7	(52.7)	—
Retirement, disposals and other	—	(26.7)	—	(26.7)
Balance as of December 31, 2024	2,909.8	1,713.9	403.2	5,026.9
Additions ²	—	69.1	58.2	127.3
Net change in additions financed with non-cash balances ³	—	34.5	—	34.5
Reclassification	—	96.4	(96.4)	—
Retirement, disposals and other	—	(27.5)	(1.6)	(29.1)
Balance as of December 31, 2025	\$ 2,909.8	\$ 1,886.4	\$ 363.4	\$ 5,159.6
Accumulated amortization and impairment losses				
Balance as of December 31, 2023	\$ 247.7	\$ 1,139.5	\$ 40.5	\$ 1,427.7
Amortization	—	188.0	36.6	224.6
Retirement, disposals and other	—	(26.7)	—	(26.7)
Balance as of December 31, 2024	247.7	1,300.8	77.1	1,625.6
Amortization	—	158.9	29.0	187.9
Retirement, disposals and other	—	(27.5)	(1.6)	(29.1)
Balance as of December 31, 2025	\$ 247.7	\$ 1,432.2	\$ 104.5	\$ 1,784.4
Net carrying amount				
As of December 31, 2024	\$ 2,662.1	\$ 413.1	\$ 326.1	\$ 3,401.3
As of December 31, 2025	2,662.1	454.2	258.9	3,375.2

¹ In 2024, Videotron acquired 305 blocks of spectrum in the 3800 MHz band across the country.

² Net of government credits received for large investment projects (\$29.1 million in 2025 and \$36.6 million in 2024).

³ Includes also the net change in government credits receivable for large investment projects (decrease of \$28.0 million in 2025 and increase of \$92.4 million in 2024).

The net carrying value of intangible assets with an indefinite useful life, mainly spectrum licences and brand names, was \$2,760.9 million as of December 31, 2025 and 2024.

VIDEOTRON LTD.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

11. RIGHT-OF-USE ASSETS

Changes in the net carrying amount of right-of-use assets which mainly relate to leases of premises and vehicles, are as follows:

	2025	2024
Cost		
Balance at beginning of year	\$ 770.7	\$ 647.7
Additions financed with lease obligations	122.6	158.8
Retirement and other	(82.3)	(35.8)
Balance at end of year	811.0	770.7
Accumulated depreciation		
Balance at beginning of year	421.0	334.7
Depreciation	128.1	124.0
Retirement and other	(81.5)	(37.7)
Balance at end of year	467.6	421.0
Net carrying amount	\$ 343.4	\$ 349.7

The Corporation does not recognize right-of-use assets and lease liabilities for short-term leases and leases of low value assets.

The net carrying amount includes right-of-use assets with affiliated corporations of \$6.7 million as of December 31, 2025 (\$9.5 million as of December 31, 2024). The depreciation expense on leases with affiliated corporations was \$3.1 million in 2025 (\$3.9 million in 2024 and \$4.2 million in 2023).

12. GOODWILL

As of December 31, 2025 and 2024, the cost and accumulated impairment losses on goodwill were \$618.6 million and \$68.5 million, respectively, for a net carrying amount of \$550.1 million.

Recoverable amount

The recoverable amount of the Telecommunications CGU was determined based on the higher of a value in use or a fair value less costs of disposal with respect to the impairment tests performed. The Corporation uses the discounted cash flow method to estimate the recoverable amount, which is calculated with forecasts of future cash flows for a three-year period as estimated by the Corporation's management and a perpetual growth rate used for cash flows beyond this three-year period. These forecasts and the perpetual growth rate considered the CGU's past operating performance and market share as well as economic trends, along with specific and market industry trends and corporate strategies. In particular, specific assumptions are used for each type of revenue generated by the CGU or for each type of expense, as well as for future capital expenditures. Such assumptions will consider, among many other factors, subscriber statistics, competitive landscape, evolution of product and service offerings, wireless penetration growth, technology evolution, Canadian GDP rates and operating cost structures.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

12. GOODWILL (continued)

Recoverable amount (continued)

The discount rate used by the Corporation is derived from the weighted average cost of capital pertaining to the CGU, which reflects the current market assessment of (i) the time value of money, and (ii) the risk specific to the assets for which the future cash flow estimates have not been risk-adjusted. The perpetual growth rate was determined with regard to the specific markets in which the CGU participates. In 2025 and 2024, the recoverable amount used for the impairment tests was based on value in use. In 2025, a pre-tax discount rate (WACC) of 8.9% (10.8% in 2024) and a perpetual growth rate of 2.0% (2.0% in 2024) were used to estimate the recoverable amount.

No reasonable changes in the discount rate or in the perpetual growth rate used in the most recent test performed would have caused the carrying value to exceed the recoverable amount of the Telecommunications CGU.

13. OTHER ASSETS

	2025	2024
Equipment installments receivable	\$ 705.1	\$ 703.5
Contract costs ¹	183.1	215.3
Contract assets	150.7	185.7
Audiovisual content	50.2	73.7
Other ²	200.1	221.9
	<u>1,289.2</u>	<u>1,400.1</u>
Less current portion:		
Equipment installments receivable (included in "Accounts receivable")	(497.4)	(526.0)
Contract costs (included in "Other current assets")	(111.9)	(127.3)
Contract assets	(109.2)	(139.6)
Audiovisual content (included in "Inventories")	(34.3)	(42.6)
Other (included in "Accounts receivable")	(26.2)	(55.0)
	<u>\$ 510.2</u>	<u>\$ 509.6</u>

¹ Amortization amounted to \$152.1 million in 2025 (\$155.8 million in 2024 and \$128.9 million in 2023).

² Includes \$197.8 million in government credits receivable for large investment projects in 2025 (\$219.6 million in 2024).

14. ACCOUNTS PAYABLE, ACCRUED CHARGES AND PROVISIONS

	Note	2025	2024
Trade and accruals		\$ 627.2	\$ 696.7
Amounts payable to affiliated corporations	25	85.4	69.4
Salaries and employee benefits		135.2	128.9
Interest payable		73.3	72.6
Provisions and other		32.3	13.8
		<u>\$ 953.4</u>	<u>\$ 981.4</u>

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

15. LONG-TERM DEBT

	Effective interest rate as of December 31, 2025	2025	2024
Bank credit facilities (i)	5.08 %	\$ 1,179.8	\$ 1,432.6
Senior Notes (ii)		5,644.5	6,187.1
Total long-term debt		6,824.3	7,619.7
Financing costs, net of amortization		(31.2)	(37.4)
		6,793.1	7,582.3
Less current portion		(491.6)	(400.0)
		\$ 6,301.5	\$ 7,182.3

As of December 31, 2025, the carrying value of long-term debt denominated in U.S. dollars, excluding financing costs, was \$2,826.2 million (\$4,021.2 million as of December 31, 2024) while the net fair value of related hedging derivative instruments was in an asset position of \$33.0 million (\$141.5 million as of December 31, 2024).

- (i) The bank credit facilities provide for \$800.0 million in revolving credit facilities consisting of two tranches: (i) a first tranche in the amount of \$400.0 million maturing in February 2030, and (ii) a second tranche in the amount of \$400.0 million maturing in February 2026 and providing for a conversion option into a term facility maturing in February 2027. The bank credit facilities also provide for a \$1,200.0 million term credit facility consisting of a \$500.0 million tranche (\$700.0 million in 2024) maturing in April 2026 and a \$700.0 million tranche maturing in April 2027. The credit facilities bear interest at Canadian Overnight Repo Rate Average (“CORRA”), Secured Overnight Financing Rate (“SOFR”), Canadian prime rate or U.S. prime rate, plus a premium determined by the Corporation’s leverage ratio. The bank credit facilities contain covenants such as maintaining certain financial ratios, as well as limitations on the Corporation’s ability to incur additional debt, pay dividends, or make other distributions. As of December 31, 2025 and 2024, no amount was drawn on the revolving credit facilities while \$1,179.8 million was outstanding on the term credit facility as of December 31, 2025 (\$1,432.6 million in 2024).

On January 28, 2026, Videotron amended and restated its credit agreement to extend the term of the two existing tranches of its revolving credit facility: (i) the first tranche in the amount of \$400.0 million now maturing in January 2031, and (ii) the second tranche in the amount of \$400.0 million now maturing in January 2027 and providing for a conversion option into a term facility maturing in January 2028. On the same day, Videotron also added two new tranches to its revolving credit facility: (i) a first tranche in the amount of US\$250.0 million maturing in January 2031, and (ii) a second tranche in the amount of US\$250.0 million maturing in January 2027 and providing for a conversion option into a term facility maturing in January 2028. Certain conditions of the facilities were also amended.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

15. LONG-TERM DEBT (continued)

- (ii) The Senior Notes are unsecured and contain certain restrictions, including limitations on Videotron's ability to create liens, enter into sale and leaseback transactions, and incur certain debts. The Notes are redeemable at Videotron's option, in whole or in part, prior to maturity at the prices, times and conditions specified for each series. The Senior Notes are guaranteed by specific subsidiaries of the Corporation. The following table summarizes the terms of the outstanding Senior Notes as of December 31, 2025:

Principal amount	Annual nominal interest rate	Maturity date	Interest payable every 6 months on
\$800.0	4.500 %	January 15, 2030	April and October 15
\$650.0	3.125 %	January 15, 2031	January and July 15
\$750.0	3.625 %	June 15, 2028	June and December 15
US\$ 500.0	3.625 %	June 15, 2029	June and December 15
\$600.0	4.650 %	July 15, 2029	January and July 15
\$400.0	5.000 %	July 15, 2034	January and July 15
US\$ 700.0	5.700 %	January 15, 2035	January and July 15
\$800.0 ¹	3.950 %	October 15, 2032	April and October 15

¹ The notes were issued in November 2025 for net proceeds of \$795.0 million, net of financing costs of \$4.5 million.

On November 20, 2025, Videotron redeemed its US\$600.0 million aggregate principal amount of 5.125% Senior Notes due April 15, 2027, and unwound the related hedging contracts for a total cash consideration of \$815.5 million.

On June 16, 2025, Videotron redeemed at maturity its Senior Notes in aggregate principal amount of \$400.0 million, bearing interest at 5.625%.

On November 25, 2024, Videotron redeemed its Senior Notes in aggregate principal amount of \$375.0 million, bearing interest at 5.750%.

On June 17, 2024, Videotron redeemed at maturity its Senior Notes in aggregate principal amount of US\$600.0 million, bearing interest at 5.375%, and unwound the related hedging contracts for a total cash consideration of \$662.3 million.

On December 31, 2025, the Corporation was in compliance with all debt covenants.

Principal repayments of long-term debt over the coming years are as follows:

2026	\$	491.6
2027		688.2
2028		750.0
2029		1,286.0
2030		800.0
2031 and thereafter		<u>2,808.5</u>

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

15. LONG-TERM DEBT (continued)

Changes in long-term debt are as follows:

	2025	2024
Balance at beginning of year	\$ 7,582.3	\$ 7,609.9
Net change under revolving facilities, net of financing costs	—	(364.0)
Issuance of long-term debt, net of financing costs	795.0	1,957.2
Repayment of long-term debt	(1,440.9)	(1,900.3)
Foreign currency translation	(154.1)	267.4
Amortization of financing costs	8.7	9.0
Change in fair value related to hedged interest rate risk	—	2.2
Other	2.1	0.9
Balance at end of year	\$ 6,793.1	\$ 7,582.3

16. LEASE LIABILITIES

Changes in lease liabilities are as follows:

	2025	2024
Balance at beginning of year	\$ 378.5	\$ 346.1
Lease obligations financing right-of-use assets	122.6	158.8
Repayments	(126.4)	(126.2)
Other	(1.4)	(0.2)
	373.3	378.5
Less current portion	(110.3)	(108.5)
	\$ 263.0	\$ 270.0

Lease liabilities with affiliated corporations amounted to \$12.4 million as of December 31, 2025 (\$15.8 million in 2024).

Interest rates on lease liabilities ranged from 1.9% to 8.5% as of December 31, 2025 and 2024.

Repayments of lease liabilities over the coming years are as follows:

2026	\$ 110.3
2027	92.0
2028	77.0
2029	49.8
2030	20.5
2031 and thereafter	23.7

17. OTHER LIABILITIES

	Note	2025	2024
Decommissioning obligation		\$ 151.4	\$ 150.1
Defined benefit plans	26	16.8	19.3
Other		63.8	49.8
		\$ 232.0	\$ 219.2

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

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18. CAPITAL STOCK

(a) Authorized capital stock

An unlimited number of common shares, without par value, voting and participating.

An unlimited number of preferred shares, Series B, Series C, Series D, Series E, Series F, and Series H, without par value, ranking prior to the common shares with regards to payment of dividends and repayment of capital, non-voting, non-participating, a fixed monthly non-cumulative dividend of 1%, retractable and redeemable.

An unlimited number of preferred shares, Series G, ranking prior to all other shares with regards to payment of dividends and repayment of capital, non-voting, non-participating carrying the rights and restrictions attached to the class as well as a fixed annual cumulative preferred dividend of 11.25%, retractable and redeemable.

(b) Issued and outstanding capital stock

	Common shares	
	Number	Amount
Balance as of December 31, 2023, 2024 and 2025	10,739,285	\$ 312.9

19. STOCK-BASED COMPENSATION PLANS

(a) Ultimate parent corporation stock option plan

Under a stock option plan established by the ultimate parent corporation, 26,000,000 Quebecor Inc. Class B Subordinate Voting Shares ("Quebecor Class B Shares") have been set aside for directors, officers, senior employees, and other key employees of the ultimate parent corporation and those of the Corporation. The exercise price of each option is equal to the weighted average trading price of the Quebecor Class B Shares on the Toronto Stock Exchange over the last five trading days immediately preceding the granting of the option. Each option may be exercised during a period not exceeding 10 years from the date granted. As per the provisions of the plan, options usually vest as follows: 1/3 after one year, 2/3 after two years, and 100% three years after the original grant. The Board of Directors of the ultimate parent corporation may, at its discretion, affix different vesting periods at the time of each grant. Thus, since 2018, when granting options, the Board of Directors of Quebecor has determined that the options would vest equally over three years with the first 33 1/3% vesting on the third anniversary of the date of grant. In addition, since 2023, options with predetermined performance criteria have been granted and these options would vest equally over three years, if the performance criteria are met. Holders of options under the stock option plan have the choice, when they exercise their options, of acquiring the Quebecor Class B Shares at the corresponding option exercise price or receiving a cash payment equivalent to the difference between the market value of the underlying shares and the exercise price of the option. Holders of options have committed to obtain the consent of the ultimate parent corporation before exercising their right to subscribe to the shares for which they exercise their options.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

19. STOCK-BASED COMPENSATION PLANS (continued)

(a) Ultimate parent corporation stock option plan (continued)

The following table gives details on changes to outstanding options for the years ended December 31, 2025 and 2024:

	2025		2024	
	Options	Weighted average exercise price	Options	Weighted average exercise price
Balance at beginning of year	3,728,227	\$ 31.14	2,741,560	\$ 31.43
Granted	1,465,000	43.58	1,060,000	29.82
Transferred	—	—	450,000	31.91
Exercised	(704,991)	31.52	(91,666)	30.44
Cancelled	—	—	(431,667)	30.67
Balance at end of year	4,488,236	\$ 35.14	3,728,227	\$ 31.14
Vested options at end of year	397,530	\$ 32.15	559,920	\$ 32.01

During the year ended December 31, 2025, 704,991 stock options of Quebecor were exercised for a cash consideration of \$5.0 million (91,666 stock options for a cash consideration of \$0.3 million in 2024).

As of December 31, 2025, exercise prices of all outstanding options were from \$26.52 to \$43.58 and the average years to maturity was 8.2.

(b) Assumptions in estimating the fair value of stock-based awards

The fair value of stock-based awards under the stock option plan was estimated using the Black-Scholes option pricing model. The following weighted-average assumptions were used to estimate the fair value of all outstanding stock options under the ultimate parent corporation stock option plan:

	December 31, 2025	December 31, 2024
Risk-free interest rate	2.93 %	3.06 %
Distribution yield	2.71 %	4.14 %
Expected volatility	20.65 %	22.19 %
Expected remaining life	4.0 years	3.7 years

The expected volatility is based on the historical volatility of the underlying share price for a period equivalent to the expected remaining life of the options. The expected remaining life of options granted represents the period of time that options granted are expected to be outstanding. The risk-free interest rate over the expected remaining life of the option is based on the Government of Canada yield curve in effect at the time of the valuation. Distribution yield is based on the current average yield.

(c) Liability for vested options

As of December 31, 2025, the liability for all vested options was \$7.7 million as calculated using the intrinsic value (\$0.4 million as of December 31, 2024).

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

19. STOCK-BASED COMPENSATION PLANS (continued)

(d) Consolidated stock-based compensation charge

For the year ended December 31, 2025, a \$37.3 million charge was recorded related to all stock-based compensation plans (a \$1.4 million charge in 2024 and a \$2.9 million charge in 2023).

20. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO SHAREHOLDER

	<u>Cash flow hedges¹</u>	<u>Defined benefit plans</u>	<u>Total</u>
Balance as of December 31, 2022	\$ (26.3)	\$ 9.6	\$ (16.7)
Other comprehensive income	5.6	4.7	10.3
Balance as of December 31, 2023	<u>(20.7)</u>	<u>14.3</u>	<u>(6.4)</u>
Other comprehensive (loss) income	(71.8)	16.8	(55.0)
Balance as of December 31, 2024	<u>(92.5)</u>	<u>31.1</u>	<u>(61.4)</u>
Other comprehensive income	67.5	17.6	85.1
Balance as of December 31, 2025	<u>\$ (25.0)</u>	<u>\$ 48.7</u>	<u>\$ 23.7</u>

¹ No significant amount is expected to be reclassified in income over the next 12 months in connection with derivatives designated as cash flow hedges. The balance is expected to reverse over a 9-year period.

21. COMMITMENTS

The Corporation has entered into long-term commitments to purchase services, tangible and intangible assets, and to pay licences and royalties. The minimum payments for the coming years are as follows:

2026	\$ 878.0
2027 to 2030	205.5
2031 and thereafter	<u>13.5</u>

22. GUARANTEES

In the normal course of business, the Corporation enters into numerous agreements containing guarantees, including the following:

Business and asset disposals

In the sale of all or part of a business or an asset, in addition to possible indemnification relating to failure to perform covenants and breach of representations or warranties, the Corporation may agree to indemnify against claims related to the past conduct of the business. Typically, the term and amount of such indemnification will be limited by the agreement. The nature of these indemnification agreements prevents the Corporation from estimating the maximum potential liability it could be required to pay to guaranteed parties. The Corporation has not accrued any amount in respect of these items on the consolidated balance sheets.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

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22. GUARANTEES (continued)

Outsourcing companies and suppliers

In the normal course of its operations, the Corporation enters into contractual agreements with outsourcing companies and suppliers. In some cases, the Corporation agrees to provide indemnifications in the event of legal procedures initiated against them. In other cases, the Corporation provides indemnification to counterparties for damages caused by the outsourcing companies and suppliers. The nature of the indemnification agreements prevents the Corporation from estimating the maximum potential liability it could be required to pay. No amount has been accrued on the consolidated balance sheets with respect to these indemnifications.

23. CONTINGENCIES

There are a number of legal proceedings against the Corporation that are pending. Management of the Corporation does not expect the outcome to have a material adverse effect on the Corporation's results or on its financial position. Management has established provisions for claims or actions considering the facts of each case. The Corporation cannot determine when and if any payment will be made related to these legal proceedings.

24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT

The Corporation's financial risk-management policies have been established in order to identify and analyze the risks faced by the Corporation, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk-management policies are reviewed regularly to reflect changes in market conditions and in the Corporation's activities.

The Corporation uses a number of financial instruments, mainly cash and cash equivalents, restricted cash, trade receivables, contract assets, promissory notes from the parent corporation, bank indebtedness, trade payables, accrued liabilities, long-term debt, lease liabilities and derivative financial instruments. As a result of its use of financial instruments, the Corporation is exposed to credit risk, liquidity risk and market risks relating to foreign exchange fluctuations and interest rate fluctuations.

In order to manage its foreign exchange and interest rate risks, the Corporation uses derivative financial instruments (i) to set in CAN dollars future payments on debts denominated in U.S. dollars (interest and principal) and certain purchases of inventories and other capital expenditures denominated in a foreign currency and (ii) to achieve a targeted balance of fixed- and floating-rate debt. The Corporation does not intend to settle its derivative financial instruments prior to their maturity as none of these instruments is held or issued for speculative purposes.

(a) Description of derivative financial instruments

- (i) Foreign exchange forward contracts

<u>Maturity</u>	<u>CAN dollar average exchange rate per one U.S. dollar</u>	<u>Notional amount sold</u>	<u>Notional amount bought</u>
Less than 1 year	1.3773	\$ 138.4	US\$ 100.5

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(a) Description of derivative financial instruments (continued)

(ii) Interest rate swaps

<u>Maturity</u>	<u>Notional amount</u>	<u>Pay/receive</u>	<u>Fixed rate</u>	<u>Floating rate</u>
2027	\$ 700.0	Pay fixed/ receive floating	3.213 %	Daily Compounded CORRA

(iii) Cross-currency swaps

<u>Hedged item</u>	<u>Hedging instrument</u>			
	<u>Period covered</u>	<u>Notional amount</u>	<u>Annual interest rate on notional amount in CAN dollars</u>	<u>CAN dollar exchange rate on interest and capital payments per one U.S. dollar</u>
	1 month period		Daily Compounded CORRA	
Term credit facility		US\$ 859.7	+1.037%	1.3958
3.625% Senior Notes due 2029	2021 to 2029	US\$ 500.0	4.04 %	1.2109
5.700% Senior Notes due 2035	2024 to 2035	US\$ 700.0	5.10 %	1.3900

(b) Fair value of financial instruments

In accordance with IFRS 13, *Fair Value Measurement*, the Corporation considers the following fair value hierarchy, which reflects the significance of the inputs used in measuring its financial instruments:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: inputs that are not based on observable market data (unobservable inputs).

The fair value of long-term debt is estimated based on quoted market prices when available or on valuation models using Level 1 and Level 2 inputs. When the Corporation uses valuation models, the fair value is estimated based on discounted cash flows using year-end market yields or the market value of similar instruments with the same maturity.

The fair value of derivative financial instruments recognized on the consolidated balance sheets is estimated as per the Corporation's valuation models. These models project future cash flows and discount the future amounts to a present value using the contractual terms of the derivative financial instrument and factors observable in external market data, such as period-end swap rates and foreign exchange rates (Level 2 inputs). An adjustment is also included to reflect non-performance risk, impacted by the financial and economic environment prevailing at the date of the valuation, in the recognized measure of the fair value of the derivative financial instruments by applying a credit default premium, estimated using a combination of observable and unobservable inputs in the market (Level 3 inputs), to the net exposure of the counterparty or the Corporation. Derivative financial instruments are classified as Level 2.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(b) Fair value of financial instruments (continued)

The carrying value and fair value of long-term debt and derivative financial instruments as of December 31, 2025 and 2024 are as follows:

Asset (liability)	2025		2024	
	Carrying value	Fair value	Carrying value	Fair value
Long-term debt¹	\$ (6,824.3)	\$ (6,849.3)	\$ (7,619.7)	\$ (7,540.0)
Derivative financial instruments²				
Foreign exchange forward contracts	(1.5)	(1.5)	6.9	6.9
Interest rate swaps	(7.2)	(7.2)	(7.2)	(7.2)
Cross-currency swaps	33.0	33.0	141.5	141.5

¹ The carrying value of long-term debt excludes financing costs.

² The net fair value of derivative financial instruments designated as cash flow hedges is an asset position of \$24.3 million as of December 31, 2025 (\$141.2 million in 2024).

In 2024, the fair value of investments in preferred shares in a subsidiary of the parent corporation and loans from the parent corporation was equivalent to their initial issuance values (note 25) since these financial instruments have only been issued as part of transactions carried out for tax consolidation purposes of Quebecor Media Inc. and its subsidiaries.

(c) Credit risk management

Credit risk is the risk of financial loss to the Corporation if a customer or counterparty to a financial asset fails to meet its contractual obligations. It arises principally from amounts receivable from customers, including contract assets.

The gross carrying amounts of financial assets represent the maximum credit exposure. As of December 31, 2025, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1,054.2 million (\$1,157.3 million as of December 31, 2024).

In the normal course of business, the Corporation continuously monitors the financial condition of its customers and reviews the credit history of each new customer. The Corporation uses its customers' historical terms of payment and acceptable collection periods for each customer class, as well as changes in its customers' credit profiles, to define default on amounts receivable from customers, including contract assets.

As of December 31, 2025, no customer balance represented a significant portion of the Corporation's consolidated trade receivables. The Corporation is using the expected credit losses method to estimate its provision for credit losses, which considers the specific credit risk of its customers, the expected lifetime of its financial assets, historical trends and economic conditions. As of December 31, 2025, the provision for expected credit losses represented 4.1% of the gross amount of trade receivables and contract assets (3.4% as of December 31, 2024), while 2.8% of trade receivables were 90 days past their billing date (3.3% as of December 31, 2024).

VIDEOTRON LTD.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)**(c) Credit risk management (continued)**

The following table shows changes to the provision for expected credit losses for the years ended December 31, 2025 and 2024:

	2025	2024
Balance at beginning of year	\$ 39.7	\$ 58.6
Changes in expected credit losses charged to income	49.9	49.5
Write-off	(46.7)	(68.4)
Balance at end of year	\$ 42.9	\$ 39.7

The Corporation believes that its product lines and the diversity of its customer base are instrumental in reducing its credit risk, as well as the impact of fluctuations in product-line demand. The Corporation does not believe that it is exposed to an unusual level of customer credit risk.

As a result of its use of derivative financial instruments, the Corporation is exposed to the risk of non-performance by a third party. When the Corporation enters into derivative contracts, the counterparties (either foreign or Canadian) must have credit ratings at least in accordance with the Corporation's risk-management policy and are subject to concentration limits. These credit ratings and concentration limits are monitored on an ongoing basis, but at least quarterly.

(d) Liquidity risk management

Liquidity risk is the risk that the Corporation will not be able to meet its contractual obligations as they fall due and the risk that its financial obligations will have to be met at excessive cost. Among other things, the Corporation manages this exposure through staggered debt maturities. The weighted average term of the Corporation's consolidated debt was approximately 4.7 years as of December 31, 2025 and 2024.

The Corporation's management believes that cash flows and available sources of financing should be sufficient to cover committed cash requirements for capital expenditures, acquisition of spectrum licences, working capital, interest payments, income tax payments, repayments of debt and lease liabilities, share repurchases, and dividend payments or distributions to the shareholder. The Corporation has access to cash flows generated by its subsidiaries through dividends (or distributions) and cash advances paid by its wholly owned subsidiaries.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk management (continued)

As of December 31, 2025, material contractual obligations related to financial instruments included capital repayment and interest on long-term debt and on lease liabilities and obligations related to derivative financial instruments, less estimated future receipts on derivative financial instruments. These obligations and their maturities are as follows:

	Total	Less than 1 year	1-3 years	3-5 years	5 years or more
Accounts payable and accrued charges	\$ 940.5	\$ 940.5	\$ —	\$ —	\$ —
Long-term debt ¹	6,824.3	491.6	1,438.2	2,086.0	2,808.5
Interest payments on long-term debt ²	1,383.8	199.9	477.6	329.5	376.8
Lease liabilities	373.3	110.3	169.0	70.3	23.7
Interest payments on lease liabilities	39.6	15.6	16.8	4.9	2.3
Derivative financial instruments ³	(48.3)	20.1	—	(80.7)	12.3
Total	\$ 9,513.2	\$ 1,778.0	\$ 2,101.6	\$ 2,410.0	\$ 3,223.6

¹ The carrying value of long-term debt excludes financing costs.

² Estimate of interest payable on long-term debt, based on interest rates, hedging of interest rates and hedging of foreign exchange rates as of December 31, 2025.

³ Estimated future receipts, net of future disbursements, on derivative financial instruments related to foreign exchange hedging on the principal of U.S.-dollar-denominated debt.

(e) Market risk

Market risk is the risk that changes in market prices due to foreign exchange rates, interest rates and/or equity prices will affect the value of the Corporation's financial instruments. The objective of market risk management is to mitigate and control exposures within acceptable parameters while optimizing the return on risk.

Foreign currency risk

Most of the Corporation's consolidated revenues, expenses and capital expenditures, other than interest expense on U.S. - dollar - denominated debt, purchases of set - top boxes, gateways, modems, mobile devices, the payment of royalties to certain business partners or service providers and certain costs related to the development and maintenance of its mobile networks, are received or paid in CAN dollars. A significant portion of the interest, principal and premium, if any, payable on its debt is payable in U.S. dollars. The Corporation has entered into transactions to hedge the foreign currency risk exposure on its U.S. - dollar - denominated debt obligations outstanding as of December 31, 2025, and to hedge its exposure on certain purchases. Accordingly, the Corporation's sensitivity to variations in foreign exchange rates is economically limited.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(e) Market risk (continued)

Foreign currency risk (continued)

The estimated sensitivity on other comprehensive income, before income taxes, of a variance of \$0.10 in the year-end exchange rate of CAN dollars per one U.S. dollar used to calculate the fair value of financial instruments as of December 31, 2025 is as follows:

<u>Increase (decrease)</u>	<u>Other comprehensive income</u>
Increase of \$0.10	\$ 13.6
Decrease of \$0.10	<u>(13.6)</u>

A variance of \$0.10 in the 2025 average exchange rate of CAN dollars per one U.S. dollar would have resulted in a variance of \$5.4 million on the value of unhedged purchases of goods and services and \$9.9 million on the value of unhedged capital expenditures in 2025.

Interest rate risk

Some of the Corporation's bank credit facilities bear interest at floating rates based on the following reference rates: (i) Term CORRA or Daily Compounded CORRA, (ii) Term SOFR, (iii) Canadian prime rate, or (iv) U.S. prime rate. The Senior Notes issued by the Corporation bear interest at fixed rates. The Corporation has entered into cross-currency swap agreements in order to manage cash flow risk exposure. As of December 31, 2025 after taking into account the hedging instruments, long-term debt consisted of 92.7% fixed-rate debt (84.9% in 2024) and 7.3% floating-rate debt (15.1% in 2024).

The estimated sensitivity on interest payments of a 100 basis-point variance in the year-end Canadian floating rates as of December 31, 2025 was \$4.9 million.

A variance of 100 basis points in the discount rate used to calculate the fair value of financial instruments as of December 31, 2025, would have an immaterial impact on other comprehensive income and no impact on income.

VIDEOTRON LTD.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

Years ended December 31, 2025, 2024 and 2023

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24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)**(f) Capital management**

The Corporation's primary objective in managing capital is to maintain an optimal capital base in order to support the capital requirements of its various businesses, including growth opportunities.

In managing its capital structure, the Corporation takes into account the asset characteristics of its subsidiaries and planned requirements for funds, leveraging their individual borrowing capacities in the most efficient manner to achieve the lowest cost of financing. Management of the capital structure involves the issuance and repayment of debt, the issuance and repurchase of shares, the use of cash flows generated by operations, and the level of distributions to the shareholder. The Corporation has not significantly changed its strategy regarding the management of its capital structure since the last financial year.

The Corporation's capital structure is composed of equity, bank indebtedness, long-term debt, lease liabilities, derivative financial instruments, cash and cash equivalents and promissory notes from the parent corporation. The capital structure as of December 31, 2025 and 2024 is as follows:

	2025	2024
Bank indebtedness	\$ —	\$ 3.0
Long-term debt	6,793.1	7,582.3
Lease liabilities	373.3	378.5
Derivative financial instruments	(24.3)	(141.2)
Cash and cash equivalents	(128.0)	(39.9)
Promissory notes from the parent corporation	(996.0)	(996.0)
Net liabilities	6,018.1	6,786.7
Equity	\$ 827.5	\$ 339.0

The Corporation is not subject to any externally imposed capital requirements other than certain restrictions under the terms of its borrowing agreements, which relate, among other things, to permitted investments, inter-corporation transactions, and the declaration and payment of dividends or other distributions.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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25. RELATED PARTY TRANSACTIONS

Compensation of key management personnel

Key management personnel comprises members of the Board of Directors and key senior managers of the Corporation and its main subsidiaries. Their compensation is as follows:

	2025	2024	2023
Salaries and short-term benefits	\$ 2.3	\$ 1.9	\$ 2.0
Stock-based compensation	14.6	—	1.5
Termination and other long-term benefits	0.1	0.1	0.1
	<u>\$ 17.0</u>	<u>\$ 2.0</u>	<u>\$ 3.6</u>

Operating transactions

During the years ended December 31, 2025, 2024 and 2023, the Corporation incurred expenses with affiliated corporations, which are included in purchase of goods and services, and acquired property, plant and equipment and intangible assets from affiliated corporations. The Corporation also made sales to affiliated corporations. These transactions were accounted for at the consideration agreed between parties.

	2025	2024	2023
Ultimate parent and parent corporation			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.5	2.5	2.6
Operating expenses recovered	(2.2)	(1.4)	(1.8)
Corporations under common control			
Revenues	3.6	3.3	4.1
Purchase of goods and services	126.6	119.3	147.5
Operating expenses recovered	(3.6)	(2.6)	0.2
Other affiliated corporations			
Purchase of goods and services	51.2	52.2	30.5
Acquisition of property, plant and equipment and intangible assets	<u>34.8</u>	<u>35.6</u>	<u>11.0</u>

Management arrangements

The Corporation pays annual management fees to the parent corporation for services rendered to the Corporation, including internal audit, legal and corporate, financial planning and treasury, tax, real estate, human resources, risk management, public relations and other services. Management fees amounted to \$35.4 million in 2025 (\$30.5 million in 2024 and \$34.9 million in 2023). In addition, the parent corporation is entitled to the reimbursement of out-of-pocket expenses incurred in connection with the services provided under the agreement. These transactions were accounted for at the consideration agreed between the parties.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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25. RELATED PARTY TRANSACTIONS (continued)

Accounts receivable from affiliated corporations

	<u>2025</u>	<u>2024</u>
Ultimate parent and parent corporation		
Accounts receivable	\$ 2.2	\$ 2.4
Dividends receivable	—	4.7
Interest receivable	14.9	14.6
Corporations under common control		
Accounts receivable	12.0	11.8
	<u>\$ 29.1</u>	<u>\$ 33.5</u>

Accounts payable to affiliated corporations

	<u>2025</u>	<u>2024</u>
Ultimate parent and parent corporation		
Accounts payable	\$ 17.6	\$ 42.0
Interest payable	—	4.7
Corporations under common control		
Accounts payable	67.8	22.6
	<u>\$ 85.4</u>	<u>\$ 69.3</u>

Promissory notes receivable

The Corporation has a \$160.0 million and a \$836.0 million promissory note receivable from Quebecor Media bearing interest at 4.90% and 7.00%, respectively. These promissory notes are repayable on demand.

Tax consolidation transactions

	<u>2025</u>	<u>2024</u>
Investment in an affiliated corporation	\$ —	\$ 1,530.0
Subordinated loan from the parent corporation	—	(1,530.0)

2025

On October 8, 2025, 9511-8063 Quebec Inc. redeemed 1,530,000 preferred shares, Series G for a total cash consideration of \$1,530.0 million. On the same day, the Corporation used the total proceeds of \$1,530.0 million to repay its subordinated loan contracted from Quebecor Media Inc.

2024

On April 17, 2024, the Corporation contracted a subordinated loan of \$1,530.0 million from Quebecor Media, bearing interest at a rate of 9.25%, payable semi-annually, and maturing on April 17, 2054. On the same day, the Corporation invested the total proceeds of \$1,530.0 million into 1,530,000 preferred shares, Series G, of 9511-8063 Quebec Inc., an affiliated corporation. These shares carry the right to receive an annual dividend of 9.35%, payable semi-annually.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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25. RELATED PARTY TRANSACTIONS (continued)

2023

On November 1, 2023, 9346-9963 Quebec Inc. redeemed 1,595,000 preferred shares, Series C for a total cash consideration of \$1,595.0 million. On the same day, the Corporation used the total proceeds of \$1,595.0 million to repay its subordinated loan contracted from Quebecor Media Inc.

All these transactions were carried out for tax consolidation purposes of Quebecor Media Inc. and its subsidiaries.

26. PENSION PLANS AND POSTRETIREMENT BENEFITS

The Corporation maintains various defined benefit and defined contribution plans. The Corporation also provides postretirement benefits to eligible retired employees. The Corporation's pension plans are registered with a provincial or federal regulatory authority.

The Corporation's funding policy for its funded pension plans is to maintain its contribution at a level sufficient to cover benefits and to meet the requirements of the applicable regulations and plan provisions that govern the funding of the plans. These provisions establish, among others, the future amortization payments when the funding ratio of the pension plans is insufficient as defined by the relevant provincial and federal laws. Payments are determined by an actuarial report performed by an independent company at least every three years or annually, according to the applicable laws and in accordance with plan provisions.

By their design, the defined benefit plans expose the Corporation to the typical risks faced by defined benefit plans, such as investment performance, changes to the discount rates used to value the obligation, longevity of plan participants, and future inflation. The administration of the plans is assured by the Corporation or by pension committees composed of members of the plans, members of the Corporation's management and independent members, in accordance with the provisions of each plan. Under the Corporation's rules of governance, the approval and oversight of the defined benefit plan policies are performed at different levels through the pension committees, the Corporation's management, or the Audit and Risk Management Committee. The risk management of pension plans is also performed under the leadership of these committees at various levels. The custody of securities and management of security transactions are assigned to trustees within a mandate given by the pension committee or the Corporation, as the case may be. Policies include those on investment objectives, risk-mitigation strategies and the mandate to hire investment fund managers and monitor their work and performance. The defined benefit pension plans are monitored on an ongoing basis to assess the benefit, funding and investment policies, financial status, and the Corporation's funding requirement.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)

The following tables show a reconciliation of the changes in the plans' benefit obligations and the fair value of plan assets for the years ended December 31, 2025 and 2024:

	Pension and postretirement benefits	
	2025	2024
Change in benefit obligations¹		
Benefit obligations at the beginning of the year	\$ 560.8	\$ 538.1
Service costs	14.1	14.6
Interest costs	24.1	25.5
Plan participants' contributions	4.7	5.1
Actuarial (gain) loss arising from:		
Financial assumptions	(19.9)	(5.0)
Demographic assumptions	(2.9)	—
Participant experience	(3.6)	1.0
Benefits and settlements paid	(18.1)	(18.3)
Plan amendments and other	—	(0.2)
Benefit obligations at the end of the year	\$ 559.2	\$ 560.8

¹ The postretirement benefits obligation which relates mainly to health, life and dental insurance plans and other benefits offered to some of its retired employees, was \$16.8 million as of December 31, 2025 (\$19.3 million in 2024 and \$19.0 million in 2023).

	Pension and postretirement benefits	
	2025	2024
Change in plan assets		
Fair value of plan assets at the beginning of the year	\$ 607.0	\$ 572.0
Actual return on plan assets	24.0	54.2
Employer contributions	0.6	0.5
Plan participants' contributions	4.7	5.1
Benefits and settlements paid	(18.1)	(18.3)
Administrative fees	(1.2)	(1.0)
Transfer	(5.2)	(5.5)
Fair value of plan assets at the end of the year	\$ 611.8	\$ 607.0

As of December 31, 2025, the weighted average duration of defined benefit obligations was 15.0 years (17.3 years in 2024). The Corporation expects future benefit payments of \$18.0 million in 2026.

The investment strategy for plan assets takes into account a number of factors, including the time horizon of the pension plans' obligations and the investment risk. For each of the plans, an allocation range by asset class is developed whereby a mix of asset classes is used to optimize the risk-return profile of plan assets and to mitigate asset-liability mismatch.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)

Plan assets consist of:

	2025	2024
Equity securities:		
Canadian	12.8 %	18.9 %
Foreign	19.4	28.2
Debt securities	49.7	36.2
Other	18.1	16.7
	<u>100.0 %</u>	<u>100.0 %</u>

The fair value of securities is based on quoted prices in an active market, while the fair value of other investments is not based on quoted prices in an active market.

Where funded plans have a net defined benefit asset, the Corporation determines if potential reductions in future contributions are permitted by applicable regulations and by collective bargaining agreements. When a defined benefit asset is created, it cannot exceed the future economic benefit that the Corporation can expect to obtain from the asset. The future economic benefit represents the value of reductions in future contributions and expenses payable to the pension fund. It does not reflect gains that could be generated in the future that would allow reductions in contributions by the Corporation. When there is a minimum funding requirement, this could also limit the amounts recognized on the balance sheet. A minimum funding requirement represents the present value of amortization payments based on the most recent actuarial financing reports filed.

The reconciliation of funded status to the net amount recognized on the consolidated balance sheets is as follows:

	Pension and postretirement benefits	
	2025	2024
Benefit obligations	\$ (559.2)	\$ (560.8)
Fair value of plan assets	611.8	607.0
Plan surplus	52.6	46.2
Asset limit and minimum funding adjustment	(67.8)	(63.7)
Net amount recognized¹	<u>\$ (15.2)</u>	<u>\$ (17.5)</u>

¹ The net liability recognized for 2025 is \$15.2 million (\$17.5 million in 2024), of which an amount of 16.8 million (\$19.3 million in 2024) is included in "Other liabilities" and \$1.6 million (\$1.8 million in 2024) is included in "Other assets".

Components of re-measurements are as follows:

	Pension and postretirement benefits		
	2025	2024	2023
Actuarial gain (loss) on benefit obligations	\$ 26.4	\$ 4.0	\$ (43.0)
Actual return on plan assets, less interest income anticipated in the interest on the net defined benefit liability calculation	(1.4)	28.0	27.1
Asset limit and minimum funding adjustment	(1.1)	(9.2)	22.3
Re-measurement gain recorded in other comprehensive income	<u>\$ 23.9</u>	<u>\$ 22.8</u>	<u>\$ 6.4</u>

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)

Components of the net benefit costs are as follows:

	Pension and postretirement benefits		
	2025	2024	2023
Employee costs:			
Service costs	\$ 14.1	\$ 14.6	\$ 10.6
Plan amendments, administrative fees and other	1.2	0.8	0.7
Interest on net defined benefit liability	1.7	1.7	1.0
Net benefit costs	\$ 17.0	\$ 17.1	\$ 12.3

The expense related to defined contribution pension plans amounted to \$17.1 million in 2025 (\$17.0 million in 2024 and \$16.3 million in 2023).

The expected employer contributions to the Corporation's defined benefit pension plans and postretirement benefit plans will be \$1.0 million in 2026, based on the most recent financial actuarial reports filed (contributions of \$0.6 million were paid in 2025).

Assumptions

The Corporation determines its assumption for the discount rate to be used for the purposes of computing annual service and interest costs based on an index of high-quality corporate bond-yields and matched-funding yield curve analysis as of the measurement date.

The actuarial assumptions used in measuring the Corporation's benefit obligations as of December 31, 2025, 2024 and 2023 and current periodic benefit costs are as follows:

	Pension and postretirement benefits		
	2025	2024	2023
Benefit obligations			
Rates as of year-end:			
Discount rate	4.90 %	4.70 %	4.60 %
Rate of compensation increase	3.10	3.10	3.00
Current periodic costs			
Rates as of preceding year-end:			
Discount rate	4.70 %	4.60 %	5.10 %
Rate of compensation increase	3.10	3.00	3.00

The assumed average retirement age of participants was 62 years in 2025, 2024 and 2023.

The assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligations was 5.40% at the end of 2025. These costs, as per the estimate, are expected to decrease gradually over the next 15 years to 4.10% and to remain at that level thereafter.

VIDEOTRON LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2025, 2024 and 2023

(tabular amounts in millions of Canadian dollars, except for option data)

26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)

Sensitivity analysis

An increase of 10 basis points in the discount rate would have decreased the pension and postretirement benefit obligation by \$9.5 million as of December 31, 2025. There are limitations to this sensitivity analysis since it only considers the impacts of an increase of 10 basis points in the discount rate assumption without changing any other assumptions. No sensitivity analysis was performed on other assumptions as a similar change to those assumptions would not have a significant impact on the consolidated financial statements.

27. ADDITIONAL INFORMATION ON THE CONSOLIDATED STATEMENTS OF CASH FLOWS

	2025	2024	2023
Cash flows used for capital expenditures			
Additions to property, plant and equipment	\$ 488.0	\$ 446.0	\$ 389.3
Additions to intangible assets (excluding acquisitions of spectrum licences)	127.3	119.6	146.7
	<u>615.3</u>	<u>565.6</u>	<u>536.0</u>
Cash, cash equivalents and restricted cash consist of			
Cash and cash equivalents	\$ 128.0	\$ 39.9	\$ 8.0
Restricted cash	35.2	34.2	—
	<u>163.2</u>	<u>74.1</u>	<u>8.0</u>
Net change in non-cash balances related to operating activities (excluding the effect of business acquisitions and disposals)			
Accounts receivable	\$ 67.3	\$ (19.4)	\$ (110.5)
Contract costs	32.2	16.4	(8.1)
Contract assets	35.1	2.7	(52.1)
Inventories	21.7	(1.9)	(29.3)
Accounts payable, accrued charges and provisions	(60.2)	(25.9)	144.9
Income taxes	2.3	24.3	(61.6)
Deferred revenue	1.3	(5.6)	(2.7)
Defined benefit plans	16.4	16.6	9.8
Stock-based compensation	32.0	1.0	2.7
Other	38.4	(5.7)	27.6
	<u>186.5</u>	<u>2.5</u>	<u>(79.3)</u>
Interest and income taxes reflected as operating activities			
Cash interest payments	\$ 332.3	\$ 368.7	\$ 374.4
Cash income tax payments (net of refunds)	254.5	214.9	274.0

THIRD SUPPLEMENTAL TRUST INDENTURE

This Third Supplemental Trust Indenture is entered into as of the 20th day of November 2025 between:

VIDEOTRON LTD., a corporation created and existing under the laws of Québec (the “**Issuer**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada (the “**Trustee**”)

- and -

The Subsidiary Guarantors party hereto

WITNESSETH THAT:

WHEREAS the Issuer and the Trustee entered into that certain master Trust Indenture, dated as of June 21, 2024 (the “**Indenture**”), to provide for the creation and issuance of senior unsecured notes from time to time;

AND WHEREAS Section 14.3 of the Indenture provides that the Trustee may enter into indentures supplemental to the Indenture;

AND WHEREAS the Issuer has determined to create and issue a third series of Notes to be designated 3.950% Series 3 Senior Notes due October 15, 2032 (the “**Series 3 Notes**”) and to enter into this Third Supplemental Trust Indenture (this “**Supplemental Indenture**”) with the Trustee to provide for such creation and issuance of the Series 3 Notes.

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Supplemental Indenture, to make the same effective and binding upon the Issuer, and to make the Series 3 Notes, when certified by the Trustee and issued as provided in the Indenture and this Supplemental Indenture, valid, binding and legal obligations of the Issuer with the benefit and subject to the terms of the Indenture, the guarantees thereunder, and this Supplemental Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Issuer and not by the Trustee.

NOW THEREFORE it is hereby covenanted, agreed and declared as set forth below.

**ARTICLE 1
DEFINITIONS AND AMENDMENTS TO INDENTURE**

1.1 Definitions

- (a) All capitalized terms not defined herein shall have the meanings given to them in the Indenture.
 - (b) In this Supplemental Indenture and in the Series 3 Notes, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the respective meanings indicated:
-

“**Canada Yield Price**” means a price for the Series 3 Notes being redeemed, calculated at 10:00 a.m. (Montréal time) on the Business Day preceding the date on which the Issuer issues a notice of redemption pursuant to the Indenture and in accordance with generally accepted Canadian financial practice to provide a yield to the Series 3 Par Call Date equal to the Government of Canada Yield plus 27 bps.

“**Government of Canada Yield**” means, on any date, with respect to the Series 3 Notes, the bid-side yield to maturity on such date, assuming semi-annual compounding, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to, or if no Government of Canada bond having an equal term to maturity exists, as close as possible to, the remaining term to the Series 3 Par Call Date. The Government of Canada Yield will be the average of the yields determined by two nationally recognized Canadian investment dealers selected by the Issuer.

“**Series 3 Issue Date**” means November 20, 2025.

“**Series 3 Par Call Date**” means August 15, 2032 (the date that is two months prior to the Maturity Date of the Series 3 Notes).

- (c) In this Supplemental Indenture, all references to Articles, Sections and Schedules refer, unless otherwise specified, to articles, sections and schedules of or to this Supplemental Indenture.

1.2 Amendments to Indenture

This Supplemental Indenture is supplemental to the Indenture and the Indenture and the Supplemental Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Series 3 Notes as if all the provisions of the Indenture and this Supplemental Indenture were contained in one instrument. The Indenture is and shall remain in full force and effect with regards to all matters governing the Series 3 Notes, except as the Indenture is amended, superseded, modified or supplemented by this Supplemental Indenture. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of this Supplemental Indenture and the provisions of the Indenture, the provisions of this Supplemental Indenture shall prevail.

ARTICLE 2 THE SERIES 3 NOTES

2.1 Creation and Designation

There is hereby authorized to be issued under the Indenture a Series of Notes designated as “**3.950% Series 3 Senior Notes due October 15, 2032**”. The Series 3 Notes shall have the terms set forth in this Article 2 and be subject to the applicable provisions of the Indenture.

2.2 Form and Terms of Series 3 Notes

- (a) The maximum principal amount of Series 3 Notes that may be issued is unlimited. The initial aggregate principal amount of Series 3 Notes that is authorized and issued under this Supplemental Indenture on the date hereof is \$800,000,000 in the lawful money of Canada. The Series 3 Notes shall be designated as 3.950% Series 3 Senior Notes due October 15, 2032.
- (b) The Series 3 Notes shall mature on October 15, 2032.
-

- (c) The Series 3 Notes bear interest from the Series 3 Issue Date at the rate of 3.950% per annum, payable in equal installments, semi-annually in arrears on April 15 and on October 15 in each year (or if such day is not a Business Day, the next following Business Day) (each, an **"Interest Payment Date"**) (less any tax required by law to be deducted). The first interest payment in respect of the Series 3 Notes shall fall due on April 15, 2026, and the final interest payment (representing interest payable from and including the last Interest Payment Date to, but excluding, the Maturity Date of the Series 3 Notes or the earlier Redemption Date of the Series 3 Notes), in respect of the Series 3 Notes shall, subject as herein provided, fall due on October 15, 2032 or the earlier Redemption Date, and shall be payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. Interest payable for any period less than a full semi-annual period shall be computed on the basis of a 365-day year or 366-day year, as applicable, and the actual number of days elapsed in the period.
- (d) The Series 3 Notes may be redeemed at the option of the Issuer, in whole at any time, or in part from time to time, upon such conditions as may be specified in the notice of redemption and on a Redemption Date determined by the Issuer that is not less than 10 nor more than 60 days after such notice of redemption is given to the Holders of the Series 3 Notes to be redeemed pursuant to Article 5 of the Indenture, (i) prior to the Series 3 Par Call Date, at a Redemption Price equal to the greater of par and the Canada Yield Price, or (ii) at any time on or after the Series 3 Par Call Date, at a Redemption Price equal to par, together in each case with accrued and unpaid interest, if any, to but excluding, the date fixed for the redemption. The Issuer will be responsible for calculating the Redemption Price. Any such notice of redemption given to the Holders of Series 3 Notes may be conditional and, in such case, such notice of redemption shall specify the details and terms of any event on which such redemption is conditional.
- (e) The Series 3 Notes shall be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Each certificate representing the Series 3 Notes and the certificate of the Trustee endorsed thereon shall be issued in substantially the form set out in Schedule "A" to this Supplemental Indenture, with such insertions, omissions, substitutions or other variations as shall be required or permitted by the Indenture and this Supplemental Indenture, and may have imprinted or otherwise reproduced thereon such legends or endorsements, not inconsistent with the provisions of the Indenture or this Supplemental Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by any Officer of the Issuer executing such Note in accordance with Section 2.6 of the Indenture, as conclusively evidenced by their execution thereof. Each certificate representing the Series 3 Notes shall additionally bear such distinguishing letters and numbers as the Trustee shall approve.

The Series 3 Notes shall be issued as one or more Global Notes and the Global Notes shall be registered in the name of the Depository which, as of the date hereof, shall be CDS Clearing and Depository Services Inc. (or any nominee of the Depository). No Beneficial Holder shall receive definitive certificates representing their interest in Series 3 Notes except as provided in Section 2.5 of the Indenture. A Global Note may be exchanged for Series 3 Notes in registered form that are not Global Notes or transferred to and registered in the name of a Person other than the Depository for such Global Notes or a nominee thereof, as provided in Section 2.5 of the Indenture.

- (f) The Trustee shall be provided with the documents and instruments referred to in Section 4.1(a) of the Indenture with respect to the Series 3 Notes prior to the issuance of the Series 3 Notes.

ARTICLE 3 GUARANTEES

3.1 Existing Guarantees to Apply

The Issuer and each Guarantor (as to itself) hereby confirms to the Trustee that, subject to the provisions of Section 6.4 of the Indenture, the Guarantees apply to the Series 3 Notes issued hereunder and such Guarantees are hereby confirmed.

ARTICLE 4 ADDITIONAL MATTERS

4.1 Confirmation of Indenture

The Indenture, as amended and supplemented by this Supplemental Indenture, is in all respects confirmed.

4.2 Acceptance of Trusts

The Trustee hereby accepts the trusts in this Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Indenture.

4.3 Governing Law

This Supplemental Indenture and the Series 3 Notes shall be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and shall be treated, in all respects, as Québec contracts. Each party hereby submits to the jurisdiction of the Québec courts sitting in the judicial district of Montréal for the purposes of any action, application, reference or other proceeding arising out of or related to this Supplemental Indenture and agrees that all claims in respect of any such action, application, reference or other proceeding shall be heard and determined in such Québec courts.

The parties confirm their express wish that this Supplemental Indenture, the Series 3 Notes and all related documents be drafted in the English language. *Les parties aux présentes confirment leur volonté expresse que cette convention, tout billet et tous les documents s'y rattachant soient rédigés en langue anglaise.*

4.4 Further Assurances

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Supplemental Indenture, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of the Indenture and this Supplemental Indenture and carry out its provisions.

4.5 Counterparts and Formal Date

This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and

the same instrument. Delivery of an executed signature page to this Supplemental Indenture by any person by electronic transmission shall be as effective as delivery of a manually executed copy of this Supplemental Indenture by such person. For the purpose of convenience, this Supplemental Indenture may be referred to as bearing formal date of November 20, 2025, irrespective of the actual date of execution thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture.

VIDEOTRON LTD.

By: /s/ Hugues Simard

Name: Hugues Simard

Title: Vice-President

By: /s/ Jean-François Parent

Name: Jean-François Parent

Title: Vice-President and Treasurer

[Signature Page to Third Supplemental Trust Indenture]

COMPUTERSHARE TRUST COMPANY OF CANADA, as Trustee

By: /s/ Marko Kevic
Authorized Signatory
Marko Kevic, Corporate Trust Officer

By: /s/ Kathy Galouzis
Authorized Signatory
Kathy Galouzis, Associate Trust Officer

[Signature Page to Third Supplemental Trust Indenture]

GUARANTORS

VIDEOTRON INFRASTRUCTURES INC.

By: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice-President

9176-6857 QUÉBEC INC.

By: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice-President

FIZZ MOBILE & INTERNET INC.

By: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice-President

FREEDOM MOBILE INC.

By: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice-President

FREEDOM MOBILE DISTRIBUTION INC.

By: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice-President

[Signature Page to Third Supplemental Trust Indenture]

9525-7705 QUÉBEC INC.

By: /s/ Hugues Simard

Name: Hugues Simard

Title: President

[Signature Page to Third Supplemental Trust Indenture]

SCHEDULE "A"

"Unless permitted under securities legislation, the Holder of this Note must not trade this security before the date that is four months and a day after the date upon which the Issuer of this security became a reporting issuer in any province or territory of Canada.

This Certificate is a Global Note within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depository or a nominee thereof.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to Videotron Ltd. or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & CO., or in such other name as is requested by an authorized representative of CDS, and any payment is made to CDS & CO. (or in such other name as is requested by an authorized representative of CDS) and any payment is made to CDS & CO. or to such other entity as is requested by an authorized representative of CDS, any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful since the registered Holder hereof, CDS & CO., has a property interest in the securities represented by this certificate and it is a violation of its rights for another person to hold, transfer or deal with this certificate."

No. 2025-3-1

CUSIP: 92660FAU8
ISIN: CA92660FAU80

VIDEOTRON LTD.

(A corporation under the laws of Québec)

3.950% SERIES 3 SENIOR NOTES DUE October 15, 2032

VIDEOTRON LTD. (the "**Issuer**") for value received hereby acknowledges itself indebted and, subject to the provisions of the indenture (the "**Indenture**") dated as of June 21, 2024 between the Issuer and Computershare Trust Company of Canada (the "**Trustee**"), as amended by a third supplemental trust indenture (the "**Third Supplemental Indenture**") dated as of November 20, 2025 (the Indenture as supplemented by the Third Supplemental Indenture being referred to as the "Indenture") promises to pay to CDS & CO. or registered assigns on October 15, 2032 (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture, the principal sum of \$800,000,000 (**EIGHT HUNDRED MILLION DOLLARS**) in lawful money of Canada on presentation and surrender of this 3.950% Series 3 Senior Notes due October 15, 2032 (the "**Series 3 Notes**") at the principal office of the Trustee in Montréal, Québec in accordance with the terms of the Indenture. The Series 3 Notes shall, subject as herein provided, bear interest on the principal amount hereof from the Series 3 Issue Date, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 3.950% per annum, in like money, payable in equal installments, semi-annually in arrears on April 15 and October 15 in each year (or if such day is not a Business Day, the next following Business Day), to the holders of record of Series 3 Notes (less any tax required by law to be deducted).

The last interest payment representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date or earlier Redemption Date shall fall due on the Maturity Date or earlier Redemption Date and, should the Issuer at any time make default in the payment of any principal or interest, the Issuer shall pay interest on the amount in default at the same rate, in like money and on the same dates on which interest is otherwise payable. Interest payable for any period less than a full semi-annual period shall be computed on the basis of a 365-day year or 366-day year, as applicable,

and the actual number of days elapsed in the period. Interest hereon shall be payable by electronic transfer of funds to the registered Holder hereof, and subject to the provisions of the Indenture, the sending of such electronic transfer of funds shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Series 3 Note.

This Series 3 Note is one of the Notes of the Issuer issued or issuable in one or more series under the provisions of the Indenture. The maximum principal amount of Series 3 Notes authorized for issue is unlimited. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Series 3 Notes are or are to be issued and held and the rights and remedies of the Holders of the Series 3 Notes and of the Issuer and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth, and to all of which provisions the Holder of this Series 3 Note by acceptance hereof assents.

The Series 3 Notes are issuable only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Upon compliance with the provisions of the Indenture, Series 3 Notes of any denomination may be exchanged for an equal aggregate principal amount of Series 3 Notes in any other authorized denomination or denominations.

The Series 3 Notes may be redeemed at the option of the Issuer, in whole at any time, or in part from time to time, on a Redemption Date determined by the Issuer that is not less than 10 nor more than 60 days after notice of such redemption is given to the Holders of the Series 3 Notes to be redeemed pursuant to Article 5 of the Indenture, (i) prior to the Series 3 Par Call Date, at a Redemption Price equal to the greater of par and the Canada Yield Price, or (ii) at any time on or after the Series 3 Par Call Date, at a Redemption Price equal to par, together in each case with accrued and unpaid interest, if any, to but excluding, the date fixed for the redemption.

Upon the occurrence of a Change of Control Triggering Event, the Issuer is required to make an offer to purchase all outstanding Series 3 Notes at a price equal to 101% of the principal amount of such Series 3 Notes plus accrued and unpaid interest up to, but excluding, the date the Series 3 Notes are so repurchased.

The indebtedness evidenced by this Series 3 Note, and by all other Series 3 Notes now or hereafter certified and delivered under the Indenture, is a direct senior unsecured obligation of the Issuer, and ranks equally and *pari passu* with each other and with Notes of every other series (regardless of their actual dates or terms of issue) and, subject to statutory preferred exceptions, with all other present and future unsubordinated and unsecured indebtedness of the Issuer, except as to sinking fund provisions applicable to different series of Notes and other similar types of obligations of the Issuer.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

Any payment of money to any Holder of Series 3 Notes shall be reduced by the amount of applicable withholding tax, if any. The Indenture contains provisions making binding upon all Holders of Notes outstanding thereunder (or in certain circumstances specific series of Notes) resolutions passed at meetings of such Holders held in accordance with such provisions and instruments signed by the Holders of a specified majority of Series 3 Notes outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of these Notes or the Indenture.

This Series 3 Note may only be transferred, upon compliance with the conditions prescribed in the Indenture, in the registers to be kept at the principal office of the Trustee in Montréal, Québec and in such other place or places and/or by such other registrars (if any) as the Issuer with the approval of the Trustee may designate. No transfer of this Series 3 Note shall be valid unless made on the register by the registered Holder hereof or his executors or administrators or other legal representatives, or his

or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Series 3 Note for cancellation. Thereupon a new Series 3 Note or Series 3 Notes in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Series 3 Note shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

Capitalized words or expressions used in this Series 3 Note shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

If any of the provisions of this Series 3 Note are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern.

IN WITNESS WHEREOF, the Issuer has caused this Series 3 Note to be signed by its authorized representatives as of the 20th day of November, 2025.

VIDEOTRON LTD.

By: _____
Name: Hugues Simard
Title: Vice-President

By: _____
Name: Jean-François Parent
Title: Vice-President and Treasurer

TRUSTEE'S CERTIFICATE

This Series 3 Note is one of the 3.950% Series 3 Senior Notes due October 15, 2032 referred to in the Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA, as Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Trustee or Registrar
	CDS & CO.	



Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private and confidential.

Exhibit 4.18

AMENDED AND RESTATED CREDIT AGREEMENT

VIDÉOTRON LTÉE, as Borrower

-and-

**RBC CAPITAL MARKETS, as Co-Lead Arranger and Joint Bookrunner
NATIONAL BANK OF CANADA, as Co-Lead Arranger and Joint Bookrunner
TD SECURITIES, as Co-Lead Arranger and Joint Bookrunner
THE BANK OF NOVA SCOTIA, as Co-Lead Arranger and Joint Bookrunner**

-and-

**BANK OF AMERICA, N.A., CANADA BRANCH
BMO CAPITAL MARKETS
CANADIAN IMPERIAL BANK OF COMMERCE
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC**

as Co-Arrangers

-and-

**NATIONAL BANK OF CANADA
TD SECURITIES
as Syndication Agent**

-and-

**THE BANK OF NOVA SCOTIA
as Documentation Agent**

-and-

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

as Lenders

ROYAL BANK OF CANADA, as Administrative Agent

January 28, 2026

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AMENDED AND RESTATED CREDIT AGREEMENT dated as of January 28, 2026.

AMONG: **VIDÉOTRON LTÉE**, a company constituted in accordance with the laws of Quebec, having its registered office at 612 St- Jacques Street, 18th floor, in the City of Montreal, Province of Quebec (hereinafter called the “**Borrower**”)

AND: **THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGE HEREOF OR FROM TIME TO TIME PARTIES HERETO** (hereinafter called the “**Lenders**”)

AND: **ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT FOR THE LENDERS**, a Canadian bank, having a place of business at 20 King Street West, 4th Floor, Toronto, Province of Ontario, M5H 1C4 (hereinafter called the “**Agent**”)

WHEREAS the parties hereto are parties to a credit agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, as amended by a First Amending Agreement dated as of June 14, 2013, a Second Amending Agreement dated as of January 28, 2015, a Third Amending Agreement creating an Amended and Restated Credit Agreement dated as of June 16, 2015, a First Amending Agreement dated as of June 24, 2016, a Second Amending Agreement dated as of January 3, 2018, a Third Amending Agreement dated as of November 26, 2018, a Fourth Amending Agreement dated as of May 20, 2022, a Fifth Amending Agreement dated as of July 15, 2022, a Sixth Amending Agreement dated as of January 13, 2023, a Seventh Amending Agreement dated as of April 3, 2023, an Eighth Amending Agreement dated as of May 25, 2023 and a Ninth Amending Agreement dated as of June 13, 2024 (the “**Initial Credit Agreement**”);

WHEREAS the Initial Credit Agreement was amended and restated pursuant to an Amended and Restated Credit Agreement dated as of February 26, 2025 (the “**2025 ARCA**”);

WHEREAS the 2025 ARCA was amended by a First Amending Agreement dated as of May 27, 2025 (as so amended and as otherwise amended prior to the date hereof, the “**Existing Credit Agreement**”);

WHEREAS the parties hereto wish to amend certain provisions of the Existing Credit Agreement and restate the Existing Credit Agreement in its entirety, but without novation, the whole as herein provided;

WHEREAS in accordance with Section 9.2 of the Existing Credit Agreement, the Borrower has requested that the Existing Guarantors be released from all of their obligations and liabilities under the Existing Guarantee Agreement and no longer be considered Guarantors for the purposes of this Agreement and the other Loan Documents;

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

NOW THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following words and expressions, when used in this Agreement or in any agreement supplementary hereto, unless the contrary is stipulated, have the following meaning:

1.1.1 “**Acquisition**” means, with respect to any Person, any transaction or series of related transactions whereby such Person acquires, directly or indirectly, (a) a business, division, or all or a substantial portion of the assets of any other Person; (b) any Investment; or (c) by way of reorganization, consolidation, amalgamation, winding-up, merger, transfer, sale, lease or other combination, the assets or shares of any other Person; and “**Acquire**” and “**Acquired**” have meanings correlative thereto.

1.1.2 “**Adjusted Consolidated**” means produced by commencing with the consolidated financial statements or accounts of the Borrower and subtracting the assets, Debt, EBITDA and other results of any Subsidiary of the Borrower that is not a member of the VL Group, all as otherwise determined in accordance with GAAP.

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

1.1.4 “**Adjusted Term CORRA**” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that (i) if the applicable Interest Period is not one month or three months (but is shorter than three months) and is acceptable to the Lenders and the Agent (a “**Term CORRA Non-Standard Interest Period**”), then the Adjusted Term CORRA shall be equal to the Term CORRA Interpolated Rate and (ii) if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

1.1.5 “**Administrative Questionnaire**” means an administrative questionnaire in the form provided by the Agent from time to time.

1.1.6 “**Advance**” means any advance by a Lender under this Agreement, including, with respect to (a) the Revolving Facility, direct Advances by way of Prime Rate Advances, CORRA Advances, Swing Line Advances, US Base Rate Advances and Term SOFR Advances, and indirect Advances by way of the issuance of Letters of Credit (but in the case of Letters of Credit, only under the Revolving Facility Tranche A), and (b) the Term Facility, direct Advances (including FX Fluctuation Adjustments thereto) by way of Prime Rate Advances, CORRA Advances, US Base Rate Advances and Term SOFR Advances.

1.1.7 “**Affected Lender**” has the meaning ascribed to it in Section 18.15.

1.1.8 “**Affiliate**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.9 “**Agency Branch**” means the branch of the Agent located at 155 Wellington Street West, 8th Floor, in the City of Toronto, Province of Ontario, M5V 3K7, or such other address in Canada of which the Agent may notify the Borrower from time to time.

1.1.10 “**Agent**” means Royal Bank of Canada in its capacity as agent for all of the Lenders under the Revolving Facility and the Term Facility.

1.1.11 “**Aggregate CAD Equivalent of Outstanding Term Facility Advances**” has the meaning ascribed to it in subsection 4.11.1;

1.1.12 “**Agreement**”, “**Credit Agreement**”, “**these presents**”, “**herein**”, “**hereby**”, “**hereunder**” and other similar expressions refer collectively to this Amended and Restated Credit Agreement and the Schedules and appendices hereto as same may be amended or amended and restated from time to time, and include any deed or document which is supplementary or accessory or which is made in order to complete this Agreement, as all of same may subsequently be amended, amended and restated, modified, supplemented or replaced from time to time.

1.1.13 “**Annual Business Plan**” means, for any financial year, (a) detailed projected balance sheets, income statements, statements of cash flows and capital expenditures budgets of the Borrower, prepared on a consolidated basis, in respect of such financial year and each financial quarter therein and in respect of, and as at the last day of, each of the next two following financial years, in each case supported by appropriate explanations, notes and information and commentary, and (b) a detailed narrative of the businesses of the Borrower for the financial year then ended and for the following financial year which shall include a management discussion and analysis, in sufficient detail, all as approved by the board of directors of the Borrower.

1.1.14 “**Applicable Law**” or “**Applicable Laws**” means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule,

regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the

context in which the term is used or binding on or affecting the property of such Person.

1.1.15 “**Approved Fund**” means any Person (other than a natural Person) that (a) is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business, and (b) is administered or managed by a Lender, an Affiliate of a Lender or an entity or an Affiliate of an entity that administers or manages a Lender.

1.1.16 “**Asset Disposition**” means the sale, lease, transfer, assignment or other disposition or alienation of any of the property (including Equity Interests) of any member of the Relevant Group.

1.1.17 “**Assignment**” means an assignment of all or a portion of a Revolving Facility Lender’s or a Term Facility Lender’s rights and obligations under this Agreement in accordance with Section 16.2, and “**Assignee**” means an Eligible Assignee who has entered into an Assignment and Assumption Agreement.

1.1.18 “**Assignment and Assumption Agreement**” means an agreement substantially in the form annexed hereto as Schedule “C”.

1.1.19 “**Associate**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.20 “**Back-to-Back Debt**” means any loans made or debt instruments issued as part of a Back-to-Back Transaction and in which each party to such Back-to-Back Transaction, other than the Borrower or a Guarantor, executes a subordination agreement in favour of the Agent in substantially the form attached hereto as Schedule “G”.

1.1.21 “**Back-to-Back Preferred Shares**” means preferred shares issued:

- (a) to a member of the Relevant Group by an Affiliate of the Borrower in circumstances where, immediately prior to the issuance of such preferred shares, an Affiliate of such member of the Relevant Group has loaned on an unsecured basis to such member of the Relevant Group, or an Affiliate of such member of the Relevant Group has subscribed for preferred shares of such member of the Relevant Group in an amount equal to, the requisite subscription price for such preferred shares;
-

(b) by a member of the Relevant Group to one of its Affiliates in circumstances where, immediately prior to or immediately after, as the case may be, the issuance of such preferred shares, such member of the Relevant Group has loaned an amount equal to the proceeds of such issuance to an Affiliate on an unsecured basis; or

(c) by a member of the Relevant Group to one of its Affiliates in circumstances where, immediately after the issuance of such preferred shares, such member of the Relevant Group has used all of the proceeds of such issuance to subscribe for preferred shares issued by an Affiliate;

in each case on terms whereby:

- (i) the aggregate redemption amount applicable to the preferred shares issued to or by such member of the Relevant Group is identical:
 - (A) in the case of (a) above, to the principal amount of the loan made or the aggregate redemption amount of the preferred shares subscribed for by such Affiliate prior to the issuance thereof;
 - (B) in the case of (b) above, to the principal amount of the loan made to such Affiliate with the proceeds of the issuance thereof; or
 - (C) in the case of (c) above, to the aggregate redemption amount of the preferred shares issued by such Affiliate with the proceeds of the issuance thereof;
 - (ii) the dividend payment date applicable to the preferred shares issued to or by such member of the Relevant Group will:
 - (A) in the case of (a) above, be immediately prior to the interest payment date relevant to the loan made or the dividend payment date on the preferred shares subscribed for by such Affiliate immediately prior to the issuance thereof;
 - (B) in the case of (b) above, be immediately after the interest payment date relevant to the loan made to such Affiliate with the proceeds of the issuance thereof; or
 - (C) in the case of (c) above, be immediately after the dividend payment date on the preferred shares issued by such Affiliate with the proceeds of the issuance thereof;
 - (iii) the amount of dividends provided for on any payment date in the share conditions attaching to the preferred shares issued:
 - (A) to a member of the Relevant Group in the case of (a) above, will be equal to or in excess of the amount of interest payable in respect of the loan made or the amount of dividends provided for in respect of the preferred shares subscribed for by such Affiliate prior to the issuance thereof;
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(B) by a member of the Relevant Group in the case of (b) above, will be equal to or less than the amount of interest payable in respect of the loan made to such Affiliate with the proceeds of the issuance thereof; or

(C) by a member of the Relevant Group in the case of (c) above, will be equal to the amount of dividends in respect of the preferred shares issued by such Affiliate with the proceeds of the issuance thereof.

Provided, for greater certainty, that in all cases, (I) the redemption of any preferred shares by a member of the Relevant Group, (II) the repayment of any Back-to-Back Debt by a member of the Relevant Group, (III) the payment of any dividends by a member of the Relevant Group in respect of its preferred shares, and (IV) the payment of any interest on Back-to-Back Debt of a member of the Relevant Group, may, in each case, be made by a member of the Relevant Group solely by delivering the relevant Back-to-Back Securities to the Affiliate in question, or by paying to the Affiliate an amount in cash not in excess of the amount already received in cash from such Affiliate. Notwithstanding the foregoing, the requirement set out above with respect to the timing and order of events or to the effect that certain amounts stipulated in (ii) and (iii) above must be equal to or not in excess of or not less than certain other amounts stipulated thereunder shall not apply to Back-to-Back Transactions between members of the Relevant Group provided the exchange of payments relating to such transactions are completed on the same day absent administrative, technical or technological constraints.

1.1.22 “**Back-to-Back Securities**” means the Back-to-Back Preferred Shares or the Back-to-Back Debt or both, as the context requires.

1.1.23 “**Back-to-Back Transactions**” means any of the transactions described under the definition of Back-to-Back Preferred Shares.

1.1.24 “**Bail-In Action**” has the meaning ascribed to it in Section 18.21.

1.1.25 “**Banking Day**” means any day which is at the same time a Business Day and a day on which banking institutions are not authorized by law or by local proclamation to close for business in New York (USA).

1.1.26 “**Branch**” means the branch of Royal Bank of Canada located at 1 Place Ville Marie, or any other branch designated by the Agent from time to time by notice to the Borrower.

1.1.27 “**Business Day**” means any day, except Saturdays, Sundays and other days which in Montreal or Toronto (Canada) are holidays or a day upon which banking institutions are not authorized or required by law or by local proclamation to close, provided that where such term is used in the context of a Term SOFR Advance, such day must also be a US Government Securities Business Day.

1.1.28 “**Canadian Available Tenor**” means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x) if such Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 5.16.4.

1.1.29 “**Canadian Benchmark**” means, initially, the Term CORRA Reference Rate or the Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then “Canadian Benchmark” means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 5.16.

1.1.30 “**Canadian Benchmark Replacement**” means, with respect to any Canadian Benchmark Transition Event:

(a) where a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA; and

(b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Canadian Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for syndicated credit facilities denominated in Canadian dollars and (ii) the related Canadian Benchmark Replacement Adjustment;

provided that if any such Canadian Benchmark Replacement as so determined pursuant to clause (a) and (b) above would be less than the Floor, such Canadian Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

1.1.31 “**Canadian Benchmark Replacement Adjustment**” means, with respect to any replacement of the then-current Canadian Benchmark with an

Unadjusted Canadian 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 Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement by the Relevant Canadian Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement for syndicated credit facilities denominated in Canadian dollars at such time.

1.1.32 “**Canadian Benchmark Replacement Date**” means a date and time determined by the Agent, which date will be no later than the earliest to occur of the following events with respect to the then-current Canadian Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Canadian 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 Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Canadian Benchmark Transition Event,” the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian 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 Canadian Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date.

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

1.1.33 “**Canadian Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Canadian Available Tenors of such Canadian 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 Canadian Available Tenor of such Canadian Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Canadian Available Tenors of such Canadian 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 Canadian Available Tenor of such Canadian Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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

1.1.34 “**Canadian Benchmark Unavailability Period**” means, the period (if any) (a) beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 5.16, and (b) ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian

Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 5.16.

1.1.35 “**Canadian Dollars**”, “**Cdn. \$**” or “**\$**” means the lawful currency of Canada.

1.1.36 “**Capital Lease**” means any lease which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP.

1.1.37 “**Cash Equivalents**” means, as of the date of any determination thereof, instruments of the following types:

- 1.1.37.1 obligations of or unconditionally guaranteed by the governments of Canada or the United States of America (“**USA**”), or any agency of any of them backed by the full faith and credit of the governments of Canada or the USA, respectively, maturing within 364 days of acquisition;
 - 1.1.37.2 marketable direct obligations of the governments of one of the provinces of Canada, one of the states of the USA, or any agency thereof, or of any county, department, municipality or other political subdivision of Canada or the USA, the payment or guarantee of which constitutes a full faith and credit obligation of such province, state, municipality or other political subdivision, which matures within 364 days of acquisition and which is currently accorded a short-term credit rating of at least A-1 by Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (“**S & P**”) or at least Prime-1 by Moody’s Investors Service, Inc. (“**Moody’s**”) or the equivalent thereof from Dominion Bond Rating Service Inc. (“**DBRS**”);
 - 1.1.37.3 commercial paper, bonds, notes and debentures issued by a Person residing in Canada or the USA and not referred to in subsections 1.1.37.1, 1.1.37.2 or 1.1.37.4, and maturing within 364 days from the date of issuance which, at the time of acquisition, is accorded a short-term credit rating of at least A-1 by S & P or at least Prime-1 by Moody’s or the equivalent thereof from DBRS;
 - 1.1.37.4 (a) certificates of deposit maturing within 364 days from the date of issuance thereof, issued by a bank or trust company organized under the laws of the USA, any state thereof, or Canada or any province thereof, or (b) US Dollar certificates of deposit maturing within 364 days of acquisition and issued by a bank in western Europe or the United Kingdom,
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in all cases having capital, surplus and undivided profits aggregating at least US \$500,000,000 (or its equivalent in Canadian Dollars) and whose short-term credit rating is, at the time of acquisition thereof, rated A-1 or better by S & P or Prime-1 or better by Moody's (or the equivalent thereof from DBRS).

1.1.38 “**Change in Control**” means (a) the acquisition by any Person or group of Persons acting in concert (other than Quebecor Inc. or any of its subsidiaries or the Péladeau Group) of a majority of the votes attached to the outstanding Equity Interests of the Borrower or any other member of the VL Group (unless, in the case of a member of the VL Group, resulting from a permitted Asset Disposition), or (b) any event which results in more than a majority of the votes attached to the outstanding Equity Interests of Quebecor Media Inc. being held by a Person other than Quebecor Inc. or any of its subsidiaries or the Péladeau Group.

1.1.39 “**Change in Law**” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Applicable Law, including without limitation the *Dodd-Frank Wall Street Reform and Consumer Protection Act*, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority, including any such change resulting from any quashing by a Governmental Authority of an interpretation of any Applicable Law, (c) the making or issuance of any Applicable Law by any Governmental Authority, or (d) the implementation of the recommendations of the Bank for International Settlements or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar entity).

1.1.40 “**Charge**” means, in respect of any Person, any mortgage, debenture, pledge, hypothec, lien, prior claim, charge, 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 (including any servitude, usufruct or other real right encumbering such property), or any consignment of property by such Person as consignee or lessee or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or obligation. Solely for the purposes of determining whether a Charge exists for the purposes of this Agreement, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement, Capital Lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes and such retention or vesting shall constitute a Charge.

1.1.41 “**Closing Date**” has the meaning ascribed to it in Section 10.1.

1.1.42 “**CME**” means CME Group Benchmark Administration Limited.

- 1.1.43 “**Co-Lead Arrangers**” refers collectively to RBC Capital Markets, National Bank of Canada, TD Securities and The Bank of Nova Scotia.
- 1.1.44 “**Commitment**” means the portion of the Credit for which a Lender is responsible, as set out in Schedule “A” hereof (as same may be increased or cancelled from time to time pursuant to terms of this Agreement, including under Sections 2.4, 8.2 or 8.3).
- 1.1.45 “**Compliance Certificate**” has the meaning ascribed to it in subsection 12.14.1.
- 1.1.46 “**Conforming Changes (CAD)**” means, with respect to either the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian 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, Section 4.13, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion, rollover or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the 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 Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).
- 1.1.47 “**Conforming Changes (USD)**” means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate (USD) or Term SOFR, as applicable, any conforming changes to the definitions of “SOFR”, “Term SOFR” and “Interest Period”, Section 4.12, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of “Business Day” and “US Government Securities Business Day”, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).
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1.1.48 “**Consolidated Net Tangible Assets**” means, with respect to the Borrower and its Subsidiaries on a consolidated basis, the total assets of the Borrower and its Subsidiaries, after deducting therefrom (a) current liabilities excluding Debt, (b) goodwill, (c) intangible assets, except separately acquired stand-alone intangible assets (such as, without limitation, mobile communication licences) and internally developed intangible assets (such as, without limitation, software), all as set forth on the most recent consolidated statement of financial position (balance sheet) of the Borrower and computed in accordance with GAAP.

1.1.49 “**Contingent Obligation**” of any Person means all contingent liabilities required to be included in the financial statements of such Person in accordance with GAAP, excluding any notes thereto.

1.1.50 “**Conversion Date**” means, with respect to any conversion of a type of Advance into another type of Advance pursuant to Section 4.14, the day on which such conversion takes place.

1.1.51 “**Core Business**” means the business described in Section 11.4.

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

1.1.53 “**CORRA Advances**” refers collectively to the Daily Compounded CORRA Advances and the Term CORRA Advances, and “**CORRA Advance**” refers to any one thereof, as the context requires.

1.1.54 “**Credit**” means the aggregate amount available to the Borrower under all of the Facilities, or under any particular Facility, depending on the context.

1.1.55 “**Credit Documents**” refers collectively to this Agreement, the Guarantee Agreements and any other agreement or document executed in connection herewith, including any fee letter entered into among the Borrower, the Lenders and the Agent, but excluding any Derivative Instruments entered into with one or more Revolving Facility Lenders, Term Facility Lenders or Lenders under New Facilities (in each case, or any of their respective Affiliates).

1.1.56 “**CRTC**” means the Canadian Radio-television and Telecommunications Commission, or a successor regulatory body, commission or agency.

1.1.57 “**Daily Compounded CORRA**” means, for any day in an Interest Period, 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 five (5) Business Day lookback, provided that, from time to time, the Borrower and the Agent will be entitled to reduce temporarily or permanently the

lookback period to two (2) Business Days) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Canadian Governmental Body for determining compounded CORRA for business loans; provided that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian 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. For the purpose of this definition only, "Business Day" shall mean any day, except Saturdays, Sundays and other days which in Toronto, Ontario are holidays or a day upon which banking institutions are not authorized or required by law or by local proclamation to close.

1.1.58 "**Daily Compounded CORRA Adjustment**" means, with respect to Daily Compounded CORRA, (i) 0.29547% (29.547 basis points) for a CORRA Interest Period of one-month's duration and (ii) 0.32138% (32.138 basis points) for a CORRA Interest Period of three-months' duration.

1.1.59 "**Daily Compounded CORRA Advance**" means, at any time, the part of the Advances with respect to which the Borrower has chosen to pay interest on the Daily Compounded CORRA Basis.

1.1.60 "**Daily Compounded CORRA Basis**" means the basis of calculation of interest on Daily Compounded CORRA Advances, or any part thereof, made in accordance with the provisions of Sections 5.6.2 and 5.7.

1.1.61 "**Daily Simple SOFR**" with respect to any applicable determination date means SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

1.1.62 "**Debt**" includes, for any Person or with respect to the Relevant Group,

1.1.62.1 obligations in respect of borrowed money, whether or not evidenced by notes, bonds, debentures or similar evidences of indebtedness of such Person;

1.1.62.2 obligations in respect of borrowed money and the Hedging Exposure, but without duplication of any underlying Debt that may be hedged by same, and, in particular, without taking into account the currency hedging in respect of the US\$ denominated Debt referred to in the final paragraph of this definition;

- 1.1.62.3 obligations representing the deferred purchase price of goods and services, other than such obligations incurred in the ordinary course of business of the Relevant Group and payable within a period not exceeding 150 days from the date of their incurrence;
- 1.1.62.4 the obligations, whether or not assumed, which are secured by Charges on the property belonging to such Person or payable out of the proceeds flowing therefrom;
- 1.1.62.5 Contingent Obligations;
- 1.1.62.6 obligations under Capital Leases; and
- 1.1.62.7 obligations under letters of credit, letters of guarantee or Guarantees;

but shall not include Debt under the Back-to-Back Securities (except for the purposes of Section 14.1.5). In addition, any Debt denominated in US\$ which is validly and effectively hedged through the use of one or more Derivative Instruments will be calculated at the exchange rate applicable to such US\$ Debt under the applicable Derivative Instrument. Finally, for the purpose of calculating the Leverage Ratio only, the amount of cash and Cash Equivalents of the Relevant Group on the date of determination shall be deducted from the amount of any Debt (for greater certainty, other than Debt under the Revolving Facility, the Term Facility or any other revolving facility not resulting in a permanent reduction of such Debt) required to be repaid following the issuance of an irrevocable repayment notice, if and only to the extent that such Debt would have been included in the computation of the Leverage Ratio.

1.1.63 “**Default**” means an event or circumstances, the occurrence or non-occurrence of which would, with the giving of a notice, lapse of time or combination thereof, constitute an Event of Default unless remedied within the prescribed delays or renounced to in writing by the Agent, as authorized by the Lenders.

1.1.64 “**Defaulting Lender**” means any Lender, as determined by the Agent, that:

- 1.1.64.1 has failed to fully fund its share of any Advance or fulfill its obligations under Section 4.2 or 4.3 within 2 Banking Days of the date it is required to do so under this Agreement;
- 1.1.64.2 has notified the Borrower, the Agent or any other Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement (including

Sections 4.2 and 4.3), has issued financial statements containing a “going concern” or similar qualification or indicating a potential inability to comply with funding obligations generally, or has made a public statement to the effect that it does not intend or is unable to comply with its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit;

- 1.1.64.3 has failed, within 2 Banking Days after request by the Agent to confirm that it will comply with its funding obligations under this Agreement (including Sections 4.2 and 4.3);
- 1.1.64.4 has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it under this Agreement within 3 Banking Days of the date when due, unless payment is the subject of a good faith dispute;
- 1.1.64.5 has become or is insolvent, is deemed to be insolvent, or is controlled by a Person that has become or is insolvent or deemed to be insolvent;
- 1.1.64.6 has itself or is controlled by a Person that has (i) become the subject of a bankruptcy or insolvency proceeding, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or (iii) taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; or
- 1.1.64.7 has become the subject of a Bail-In Action;

provided that, for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of the ownership, control or acquisition of any Equity Interest in or control of such Lender by a Governmental Authority.

1.1.65 **“Derivative Instrument”** means an agreement entered into from time to time by a Person in order to control, fix or regulate currency exchange fluctuations, or the rate of interest payable on borrowings, including a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or index equity swap, equity or index equity option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions and any combination of these transactions).

1.1.66 “**Derivative Obligations**” means the Hedging Exposure and all other obligations of the Borrower to one or more Revolving Facility Lenders, Term Facility Lenders or Lenders under New Facilities under Derivative Instruments.

1.1.67 “**Disbursement Period**” means, (i) with respect to the Revolving Facility Tranche A, the period from the Closing Date until the expiry of the Term of the Revolving Facility Tranche A, subject to satisfying the applicable conditions precedent set out in Article 10, (ii) with respect to the Revolving Facility Tranche B, the period from the Closing Date until the expiry of the Term of the Revolving Facility Tranche B (but excluding, for certainty, the Tranche B Term Loan Conversion Period, if applicable), subject to satisfying the applicable conditions precedent set out in Article 10, (iii) with respect to the Revolving Facility Tranche C, the period from the Closing Date until the expiry of the Term of the Revolving Facility Tranche C, subject to satisfying the applicable conditions precedent set out in Article 10, and (iv) with respect to the Revolving Facility Tranche D, the period from the Closing Date until the expiry of the Term of the Revolving Facility Tranche D (but excluding, for certainty, the Tranche D Term Loan Conversion Period, if applicable), subject to satisfying the applicable conditions precedent set out in Article 10.

1.1.68 “**EBITDA**” means, with respect to any Person or the Relevant Group during a financial period, earnings before non-controlling interests, earnings from equity-accounted investments, extraordinary items, non-recurring gains or losses on debt extinguishment and asset sales and restructuring, Interest Expense, Taxes (to the extent taken into account for the purposes of determining net income), depreciation and amortization, foreign exchange translation gains or losses not involving the payment of cash, other non-cash financial charges, reconnection costs, subscribers’ subsidies revenues net of related costs, deferred installation revenues net of related costs without taking into account any goodwill adjustments, and amortization of contract assets and contract acquisition costs, calculated in accordance with GAAP; for greater certainty, there shall be excluded from the calculation of EBITDA, to the extent included in such calculation, (a) the amount of any income or expense relating to Back-to-Back Securities, and (b) the EBITDA from any Subsidiary that is not a member of the Relevant Group except to the extent of the cash dividends or other distributions received from such Subsidiary that is not a member of the Relevant Group, net of any reinvestments by the Relevant Group in such Subsidiary.

EBITDA shall (A) exclude the EBITDA of (a) any Person and (b) every division, line of business or group of operating assets used in carrying on a distinct business (collectively called an “**Operating Business**”) that (in the case of either (a) or (b) above) no longer belong to a member of the Relevant Group (a “**Former Contributor**”) on the last day of such period which would otherwise be included in such results of operations of the Borrower because such Former Contributor or Operating Business, as the case may be, has been disposed of during such period; and (B) include the EBITDA for such period of each Person and of every Operating

Business that, during such period, became (or, in the case of an Operating Business, became part of) a member of the Relevant Group and which is (or is comprised within) a member of the Relevant Group on the last day of such period on a *pro forma* basis for such period, based on audited historical results of operations, or, if unavailable, reasonable projections satisfactory to the Agent.

1.1.69 “**Eligible Assignee**” means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund, and (d) any other Person (other than a natural person), in respect of each of which the consent of any party whose consent is required by Section 16.2.1 has been obtained; provided that notwithstanding the foregoing, “**Eligible Assignee**” shall not include any member of the VL Group or any Affiliate thereof.

1.1.70 “**Environmental Laws**” means all applicable Canadian and other applicable jurisdictions’ federal, state, provincial, local and other foreign statutes and codes or regulations, rules or ordinances issued, promulgated or approved thereunder, as well as all other Applicable Laws, and all common laws under which environmental liabilities can arise, now or hereafter in effect (including those with respect to asbestos or asbestos-containing material or exposure to asbestos or asbestos-containing material, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls, and radon gas), to the extent relating to pollution or protection of the environment and public health and relating to (a) emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial toxic or hazardous constituents, substances or wastes (including any Hazardous Substance, petroleum including crude oil or any fraction thereof, any petroleum product or other waste, chemicals or substances regulated by any such statute, codes, regulations, rules or ordinances) into the environment (including ambient air, surface water, ground water, land surface or subsurface strata), and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of any Hazardous Substance, petroleum including crude oil or any fraction thereof, any petroleum product or other waste, chemicals or substances regulated by any such statute, codes, regulations, rules or ordinances, and (c) underground storage tanks and related piping, and emissions, discharges and releases or threatened releases therefrom.

1.1.71 “**Equity Interests**” means, with respect to any Person, all shares, interests, units, participations or other equivalent equity interests (however designated, whether voting or non-voting) of such Person’s capital, whether now outstanding or issued after the Closing Date, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, trust units, or any other equivalent of such ownership interests.

1.1.72 “**Equivalent Amount**” has the meaning ascribed to it in Section 15.2.

- 1.1.73 “**Erroneous Payment**” has the meaning ascribed to it in subsection 18.20.1.
- 1.1.74 “**Erroneous Payment Deficiency Assignment**” has the meaning ascribed to it in subsection 18.20.4.
- 1.1.75 “**Erroneous Payment Impacted Class**” has the meaning ascribed to it in subsection 18.20.4.
- 1.1.76 “**Erroneous Payment Return Deficiency**” has the meaning ascribed to it in subsection 18.20.4.
- 1.1.77 “**Erroneous Payment Subrogation Rights**” has the meaning ascribed to it in subsection 18.20.4.
- 1.1.78 “**Event of Default**” means one or more of the events described in Section 14.1.
- 1.1.79 “**Excluded Debt**” means (i) intercompany Debt between members of the VL Group, (ii) credit extensions under this Agreement, any amendment thereto or any refinancing or replacement thereof, (iii) Debt under commercial paper issuances, ordinary course letter of credit facilities, overdraft protection and short term working capital facilities, factoring arrangements, securitizations and similar facilities, Capital Leases, finance leases, hedging and cash management arrangements, trade loans, government loans (including loans from Crown corporations), export agency credit financings, daylight loans in the ordinary course of business for cash management purposes, Back-to-Back Transactions and Tax Consolidation Transactions (including by way of daylight loans), production financing and purchase money and facility and equipment financings (including sale-leasebacks) and similar obligations (including letters of credit supporting the same) and (iv) other Debt the proceeds of which are used to refinance senior notes outstanding prior to the Closing Date.
- 1.1.80 “**Excluded Taxes**” means, with respect to the Agent, any Lender (which term, for the avoidance of doubt, shall include the Issuing Lender and the Swing Line Lender when used in this definition of “Excluded Taxes”) or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar Tax imposed by any jurisdiction in which the Agent or such Lender is located and (c) in the case of a Foreign Lender (other than (i) a Foreign Lender that is a party hereto on the Closing Date, (ii) an Assignee pursuant to a request by the Borrower under subsection 7.5.2, (iii) an Assignee
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pursuant to an Assignment made when an Event of Default has occurred and has not been waived or (iv) any other Assignee to the extent that the Borrower has expressly agreed that any withholding tax shall be an Indemnified Tax), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with subsection 7.3.5, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 7.3. For greater certainty, for purposes of item (c) above, a withholding tax includes any Tax that a Foreign Lender is required to pay pursuant to Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto.

1.1.81 “**Existing Guarantee Agreement**” means the amended and restated guarantee agreement dated as of February 26, 2025 entered into among, *inter alios*, the Existing Guarantors and the Agent, as amended prior to the date hereof.

1.1.82 “**Existing Guarantors**” refers collectively to 9525-7705 Québec Inc., 9176-6857 Québec Inc., Freedom Mobile Distribution Inc., Mobile & Internet Fizz Inc. and Videotron Infrastructures Inc.

1.1.83 “**Extension Non-Consenting Tranche A Lender**” has the meaning ascribed to it in Section 2.5.

1.1.84 “**Extension Non-Consenting Tranche B Lender**” has the meaning ascribed to it in Section 2.6.

1.1.85 “**Extension Non-Consenting Tranche C Lender**” has the meaning ascribed to it in Section 2.7.

1.1.86 “**Extension Non-Consenting Tranche D Lender**” has the meaning ascribed to it in Section 2.8.

1.1.87 “**Facility**” means the Revolving Facility (including each Revolving Facility Tranche), the Term Facility (including each Term Facility Tranche) or a New Facility, and “**Facilities**” means all of them.

1.1.88 “**Federal Funds Effective Rate**” means, for any period, a fluctuating interest rate per annum equal, for each day during such period, to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers as published for such day (or, if such day is not a Banking Day, for the immediately preceding Banking Day) by the Federal Reserve Bank of New York or, for any day on which such rate is not so published for such day by the Federal Reserve Bank of New York, the average of the quotations for such day for such transactions received by the Agent

from three Federal Funds brokers of recognized standing selected by the Agent. If for any reason the Agent shall have determined (which determination shall be conclusive, absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including without limitation, the inability or failure of the Agent to obtain sufficient bids or publications in accordance with the terms hereof, Royal Bank of Canada's announced US Base Rate will apply.

1.1.89 “**Fees**” means the Revolving Facility Fees and the Term Facility Fees.

1.1.90 “**First Currency**” has the meaning ascribed to it pursuant to Section 15.1.

1.1.91 “**Floor**” means a rate of interest per annum equal to 0%.

1.1.92 “**Foreign Lender**” means any Lender that is not organized under the laws of the jurisdiction in which the Borrower is resident for tax purposes and that is not otherwise considered or deemed to be resident for income tax or withholding tax purposes in the jurisdiction in which the Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition, Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

1.1.93 “**FX Cash Collateral**” has the meaning ascribed to it in subsection 4.11.2.

1.1.94 “**FX Fluctuation Adjustment**” has the meaning ascribed to it in subsection 4.11.1.2.

1.1.95 “**Generally Accepted Accounting Principles**” or “**GAAP**” means the generally accepted accounting principles in effect in Canada from time to time, consistently applied, and including for greater certainty IFRS as and from its implementation in Canada effective January 1, 2011.

1.1.96 “**Governmental Authority**” means the government of Canada or any other nation, or of any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union, the Bank for International Settlements or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

1.1.97 “**Guarantee Agreements**” refers collectively to the guarantee agreements (including accession certificates in relation thereto) entered into from time to time by the Guarantors pursuant to Section 9.1, as same may be amended,

supplemented, restated, replaced or otherwise modified at any time and from time to time.

1.1.98 “**Guaranteed Obligations**” means, collectively, all of the Loan Obligations under the Revolving Facility, the Term Facility and any New Facility, and all of the Derivative Obligations.

1.1.99 “**Guarantees**” by any Person means all obligations (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing, or in effect guaranteeing, any Indebtedness, dividend or other obligation of any other Person (the “**Primary Obligor**”) in any manner, whether directly or indirectly, including all obligations incurred through an agreement, contingent or otherwise, by such Person: (a) to purchase such Indebtedness or obligation or any property or assets constituting security therefor, (b) to advance or supply funds (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition or otherwise to advance or make available funds for the purchase or payment of such Indebtedness or obligation against loss, (c) to lease property or to purchase securities or other property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation, or (d) otherwise to assure the owner of the Indebtedness or obligation of the Primary Obligor against loss in respect thereof. For the purposes of all computations made under this Agreement, a Guarantee in respect of any Indebtedness for borrowed money, and a Guarantee in respect of any other obligation or liability or any dividend, shall be deemed to be Indebtedness equal to the maximum aggregate amount of such obligation, liability or dividend, unless the Guarantee is limited in amount, in which case such limit shall be used for such computation.

1.1.100 “**Guarantors**” means subject to the provisions of Sections 9.2 and 9.3, all of the wholly-owned Subsidiaries of the Borrower and the Guarantors. A list of the Guarantors and of all of the members of the VL Group as of the Closing Date is provided in Schedule “F” hereto.

1.1.101 “**Hazardous Substances**” shall mean any (a) substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma and organic or inorganic matter which may alter and diminish or deteriorate the quality of the environment, or which by reason of its qualities is a hazard to health or to the environment, or is or is deemed to be, alone or in any combination, hazardous, hazardous waste, hazardous material, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any applicable Environmental Laws; and (b) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

1.1.102 “**Hedging Exposure**” means the aggregate amount that would be payable to all Persons by the Relevant Group on the date of determination pursuant

to (a) Section 6(e)(i)(3) of each ISDA Master Agreement entered into using the 1992 ISDA Master Agreement and (b) Section 6(e)(i) of each ISDA Master Agreement entered into using the 2002 ISDA Master Agreement, between the Borrower and such Persons as if all Derivative Instruments under such ISDA Master Agreements were being terminated on that day; provided that, for the purpose of such determination, with respect to the Derivative Instruments between each Lender and the Borrower entered into using (w) the 1992 ISDA Master Agreement, each Lender will be deemed to be the Non-defaulting Party (as such term is defined in the ISDA Master Agreement) and will determine Market Quotation (as such term is defined in the ISDA Master Agreement) using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as such term is defined in the 1992 ISDA Master Agreement), and (x) the 2002 ISDA Master Agreement, each Lender will be deemed to be the Non-defaulting Party (as such term is defined in the ISDA Master Agreement) and will determine the Close-Out Amount (as such term is defined in the ISDA Master Agreement).

1.1.103 “**IFRS**” means the International Financial Reporting Standards (formerly known as the International Accounting Standards), as set and promoted by the International Accounting Standards Board (formerly known as the International Accounting Standards Committee) and implemented in Canada through the Accounting Recommendations in the *Handbook of the Canadian Institute of Chartered Accountants*.

1.1.104 “**Immaterial Subsidiary**” means any wholly-owned Subsidiary of the Borrower that holds less than 1.5% of (a) the Adjusted Consolidated EBITDA on a rolling four-quarter basis, and (b) the Adjusted Consolidated assets, of the VL Group, provided that the aggregate EBITDA, on a rolling four-quarter basis, and assets held by all of the Immaterial Subsidiaries cannot at any time exceed 3% of the (i) Adjusted Consolidated EBITDA on a rolling four-quarter basis, or (ii) Adjusted Consolidated assets of, in each case, the VL Group.

1.1.105 “**Indebtedness**” of any Person means (without duplication) all obligations of such Person which in accordance with GAAP should be classified upon a balance sheet of such Person as liabilities of such Person, and in any event includes all Debt of such Person.

1.1.106 “**Indemnified Taxes**” means all Taxes other than Excluded Taxes.

1.1.107 “**Interest Coverage Ratio**” means, for any period, the ratio of EBITDA to Interest Expense for such period.

1.1.108 “**Interest Expense**” for any period means all interest and all amortization of debt discount and expense on any particular Debt for which such calculations are being made in respect of the Relevant Group, excluding (a) fees and expenses relating to any incurrence of Debt and premiums paid to retire Debt,

(b) interest on the Back-to-Back Debt to the extent offset by an equal amount of dividends on the Back-to-Back Preferred Shares, (c) interest not paid in cash or other assets of the Relevant Group on the QMI Subordinated Debt (but only to the extent that the QMI Subordinated Debt does not exceed \$500,000,000, it being understood that the interest not paid in cash or other assets on such portion of the QMI Subordinated Debt that exceeds such amount will be included in the calculation of Interest Expense), including the interest component of Capital Leases, and discounts and fees payable in respect of accounts receivable sold in connection with any asset securitization program approved by the Lenders.

In circumstances where the proceeds of disposition of a Former Contributor (as defined in the definition of “**EBITDA**”) or its property, or of an Operating Business, (as defined in the definition of “**EBITDA**”) have been used to permanently repay Debt during such period, for the purpose of calculating Interest Expense, the amounts so repaid shall be deducted from the Debt of the Relevant Group on which the calculation of Interest Expense for such period would otherwise have been made, and Interest Expense shall be reduced accordingly on a *pro forma* basis. Similarly, in circumstances where Debt of the Relevant Group was incurred or assumed in connection with the acquisition of a Person or Operating Business (as defined in the definition of “**EBITDA**”), the amounts so incurred or assumed shall be added to the Debt of the Relevant Group on which the calculation of Interest Expense for such period would otherwise have been made, and Interest Expense shall be increased accordingly on a *pro forma* basis.

1.1.109 “**Interest Period**” means,

- (a) with respect to each Term CORRA Advance, the initial period (subject to availability) of one (1) month, three (3) months or such other period as the Lenders and the Agent permit commencing on and including the date specified in the Notice of Borrowing or Notice of Conversion or Rollover is made, or the Rollover Date, as the case may be, applicable to such Term CORRA Advance and ending on the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one (1) month or three (3) months or such other permitted period as selected by the Borrower and notified to the Agent in writing commencing on and including the last day of the prior Interest Period;
 - (b) with respect to each Daily Compounded CORRA Advance, the initial period (subject to availability) of one (1) month or three (3) months or such other period as the Lenders and the Agent permit commencing on and including the date specified in the Notice of Borrowing or Notice of Conversion or Rollover is made, or the Rollover Date, as the case may be, applicable to such Daily Compounded CORRA Advance and ending on the last day of such initial period, and thereafter, each successive period (subject to availability) of
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approximately one (1) month or three (3) months or such other permitted period commencing on and including the last day of the prior Interest Period; and

(c) with respect to each Term SOFR Advance, the initial period (subject to availability) of one (1) month, three (3) months, six (6) months or such other period as the Agent permits commencing on and including the date specified in the Notice of Borrowing or Notice of Conversion or Rollover is made, or the Rollover Date, as the case may be, applicable to such Term SOFR Advance and ending on the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one (1) month, three (3) months, six (6) months or such other permitted period commencing on and including the last day of the prior Interest Period; provided however that:

- i) in the case of a rollover, the last day of each Interest Period shall also be the first day of the next Interest Period;
- ii) the last day of each Interest Period shall be a Business Day and if not, the Borrower shall be deemed to have selected an Interest Period the last day of which is the first Business Day following the last day of the Interest Period selected by the Borrower, unless such first Business Day is in a succeeding calendar month, in which case, the last day of such Interest Period shall be the immediately preceding Business Day; and
- iii) notwithstanding any of the foregoing, the last day of each Interest Period shall be on or before the expiry of the applicable Term.

1.1.110 “**Investments**” means all investments, in cash or by delivery of property, made directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise; *provided, however*, that “Investments” shall not mean or include investments in cash or Cash Equivalents or routine investments in inventory, equipment and supplies to be used or consumed, or trade credit granted, in the ordinary course of business.

1.1.111 “**ISDA Master Agreement**” means either the ISDA Master Agreement (Multi-Currency - Cross Border - 1992) (the “**1992 ISDA Master Agreement**”) or the ISDA 2002 Master Agreement (the “**2002 ISDA Master Agreement**”), each as published by the International Swaps and Derivatives Association, Inc. and, where the context permits or requires, includes all schedules, supplements, annexes and confirmations attached thereto or incorporated therein, as such agreement may be amended, supplemented or replaced from time to time.

1.1.112 “**Issuing Lender**” means each or all of (a) the Lender(s) selected by the Borrower and accepted by such Lender(s), for which the Agent has been advised that such Lender(s) will be the issuer of Letters of Credit (in that capacity) under the Revolving Facility Tranche A, and (b) the Swing Line Lender as the issuer of Letters of Credit under the Swing Line Commitment (in that capacity), or any successor issuers of Letters of Credit. For greater certainty, where the context permits, references to “Lenders” herein include the Issuing Lender.

1.1.113 “**Joinder Agreement**” means an agreement substantially in the form of Schedule “H”.

1.1.114 “**LC Fees**” has the meaning ascribed to such term in subsection 4.2.2.

1.1.115 “**Lender**” or “**Lenders**” means the Revolving Facility Lenders and the Term Facility Lenders (all of which are listed in Schedule “A”) and the Lenders under any New Facility, together with any Assignee(s), or, as the context permits, any of them alone. When used in connection with “Derivative Instruments”, the term “Lender” shall include any Affiliate of a Revolving Facility Lender, a Term Facility Lender and a Lender under a New Facility. When used in connection with the Guarantee Agreements, the term “Lender” shall include any counterparty to a Derivative Instrument, provided that the counterparty was a Revolving Facility Lender, an Affiliate of a Revolving Facility Lender, a Term Facility Lender, an Affiliate of a Term Facility Lender, a Lender under a New Facility or an Affiliate of a Lender under a New Facility at the time any such Derivative Instrument was entered into.

1.1.116 “**Letter of Credit**” means any stand-by letter of credit or letter of guarantee issued by the Issuing Lender in accordance with the provisions hereof, and includes any stand-by letter of credit or letter of guarantee issued by the Issuing Lender in connection with the Spectrum Auction and Purchase in accordance with the provisions hereof.

1.1.117 “**Leverage Ratio**” means, as of any date of determination, the ratio of Debt (excluding the QMI Subordinated Debt, but only up to an aggregate maximum amount of \$500,000,000) of the Relevant Group as of such date to EBITDA for the preceding four quarters ending on such date.

1.1.118 “**Licences**” means all licences, permits and authorizations issued to the VL Group by the CRTC pursuant to the *Broadcasting Act* (Canada) and the orders, rules, regulations and directions promulgated pursuant to such Act.

1.1.119 “**Loan Documents**” means this Agreement, the Guarantee Agreements, any Derivative Instruments entered into with one or more Revolving Facility



Lenders, Term Facility Lenders or Lenders under New Facilities (in each case, or any of their respective Affiliates), and any undertaking or other agreement executed in connection with this Agreement.

1.1.120 “**Loan Obligations**” means all obligations of the VL Group to the Agents and Lenders under or in connection with the Loan Documents (provided that “Loan Obligations” shall not include “Derivative Obligations”), including the aggregate of Advances outstanding under this Agreement (and further including all reimbursement obligations under subsection 4.2.3 in respect of Letters of Credit issued in accordance with the provisions hereof), together with interest thereon (including, without limitation, interest accruing after the maturity of the Advances due under any Facility hereunder and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to a member of the VL Group, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the VL Group to the Agents and Lenders in any currency under or in connection with the Loan Documents, and all interest, Fees, fees, commissions, legal and other costs, charges and expenses incurred under or in connection with the Loan Documents, and includes the Erroneous Payment Subrogation Rights. In this definition, “the Agents and Lenders” means “the Agents and Lenders, or any of them”.

1.1.121 “**Majority Lenders**” means (i) with respect to matters that relate to all Facilities, Lenders holding at least 51% of the combined Commitments under all Facilities, provided that if the Commitments under the Revolving Facility have expired, “Majority Lenders” shall mean Revolving Facility Lenders, Term Facility Lenders and Lenders under any New Facility to whom are owed at least 51% of the combined Loan Obligations under all Facilities, and (ii) with respect to matters that relate solely to a particular Facility, Lenders holding at least 51% of the Commitments under such Facility, provided that if the Commitments under such Facility have expired, “Majority Lenders” shall mean Lenders under such Facility to whom are owed at least 51% of the Loan Obligations under such Facility.

1.1.122 “**Margin**” means (a) under the Revolving Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances, CORRA Advances, LC Fees and Standby Fees, the following annual percentages depending on the then-applicable Leverage Ratio (“x” in the table below), determined at the times and in the manner set out in the last paragraph of this definition:

Revolving Facility Tranche A and Revolving Facility Tranche C

<u>Leverage Ratio</u>	<u>Standby Fee</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Adjusted Term CORRA / Adjusted Daily Compounded CORRA / LC Fees / Term SOFR plus</u>
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Revolving Facility Tranche B and Revolving Facility Tranche D

<u>Leverage Ratio</u>	<u>Standby Fee</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Adjusted Term CORRA / Adjusted Daily Compounded CORRA / Term SOFR plus</u>
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

and (b) under the Term Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances and CORRA Advances, the following annual percentages depending on the then-applicable Leverage Ratio (“x” in the table below), determined at the times and in the manner set out in the last paragraph of this definition:



Term Facility Tranche B and Term Facility Tranche C

<u>Leverage Ratio</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Adjusted Term CORRA / Adjusted Daily Compounded CORRA / Term SOFR plus</u>
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Each change resulting from a change in the Leverage Ratio shall be effective with respect to all outstanding Loan Obligations retroactively from the first day of each fiscal quarter of the Borrower, and shall be based on the financial statements and Compliance Certificates required by subsections 12.14.1 and 12.14.2, as applicable, and the Leverage Ratio derived from such financial statements. Thus, the financial statements and Compliance Certificates which shall be delivered 60 days after quarter-end and 90 days after year-end (based on unaudited results and subject to readjustment upon delivery of a second Compliance Certificate in accordance with the provisions of subsection 12.14.2(b) will be used to calculate the Leverage Ratio applicable from the first day of the quarter in which such financial statements and Compliance Certificates were to be delivered. For example, the financial statements and Compliance Certificates to be delivered in respect of the quarter ending June 30 of any year of the Term shall be delivered by August 29 of that year, and shall be used to calculate the Leverage Ratio as at the end of such quarter, and the Margin shall be based on such Leverage Ratio for the period from July 1 of that year to September 30 of that year. If, as a result of an increase in the Leverage Ratio, the Margin has increased, the Agent will advise the Borrower, the Revolving Facility Lenders and the Term Facility Lenders and the Borrower will pay all additional amounts that may be due to the Revolving Facility Lenders and the Term Facility Lenders within 2 Business Days of being advised of the amount due. If, as a result of a reduction in the Leverage Ratio, the Margin has been reduced, the Agent shall advise the Borrower, the Revolving Facility Lenders and the Term Facility Lenders and the amounts owed to the Borrower (A)(i) in the case of Prime Rate Advances, CORRA Advances, US Base Rate Advances or Term SOFR Advances, will be deducted from the interest otherwise payable by the Borrower on the next interest payment date contemplated by Section 5.2 or Section 4.12, or (ii) in the case of Letters of Credit issued under the Revolving Facility (including, as relates to the Revolving Facility Tranche A and under the

Swing Line Commitment), will be deducted from the LC Fees otherwise payable by the Borrower on the next LC Fee payment date contemplated by subsection 4.2.2, and (B) if no interest are payable during that period, the Lenders shall remit the necessary amounts to the Agent for payment to the Borrower. For certainty, the Margin applicable to the Facilities as of the Closing Date will be based on the calculations of the Leverage Ratio delivered to the Lenders in the Compliance Certificate prepared for the fiscal quarter ending on September 30, 2025, which Margin may thereafter change from time to time in accordance with the terms and conditions of this paragraph.

1.1.123 “**Market Disruption Event**” has the meaning ascribed to it in Section 7.6.

1.1.124 “**Market Disruption Prime Rate**” means the average of the Prime Rates of the Market Disruption Reference Lenders, calculated as set out in the definition of “Prime Rate” as if each such Market Disruption Reference Lender was the bank referred to in such definition; provided that such Market Disruption Prime Rate shall not exceed the Prime Rate (as defined herein) at such time by more than 0.50%.

1.1.125 “**Market Disruption Reference Lenders**” means, for the purposes of Section 7.6, Royal Bank of Canada, The Toronto-Dominion Bank and Bank of America, N.A., Canada Branch.

1.1.126 “**Market Disruption US Base Rate**” means the average of the US Base Rates of the Market Disruption Reference Lenders, calculated as set out in the definition of “US Base Rate” as if each such Market Disruption Reference Lender was the bank referred to in such definition; provided that such Market Disruption US Base Rate shall not exceed the US Base Rate (as defined herein) at such time by more than 0.50%.

1.1.127 “**Material Adverse Effect**” means: (i) any material adverse change in the assets, properties, operations or condition, financial or otherwise, of the VL Group taken as a whole; or (ii) a material adverse change in the ability of the Borrower and the Guarantors to perform any of their obligations hereunder or under the Credit Documents.

1.1.128 “**Net Debt Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any incurrence of Debt (except pursuant to Excluded Debt) by any member of the VL Group, less reasonable out-of-pocket costs, fees and expenses incurred in connection with such incurrence.

1.1.129 “**Net Disposition Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any Asset Disposition (except (i) dispositions of inventory in the ordinary course of business, (ii) dispositions of machinery, equipment, spare parts and materials, appliances or vehicles, if same

are no longer necessary or useful to the operation of the business or have become obsolete, worn out, surplus, damaged or unusable, and (iii) Asset Dispositions between members of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12), less (a) amounts payable to discharge or radiate Permitted Charges on the assets being disposed of, (b) the amount of Taxes arising from each such Asset Disposition and which cannot be offset against losses, depreciation or otherwise such that same must actually be paid in cash, and (c) reasonable out-of-pocket costs, fees and expenses incurred in connection with such Asset Disposition, including commissions but excluding any amounts paid to Affiliates.

1.1.130 “**Net Disposition Proceeds Limit**” has the meaning ascribed to it in subsection 8.3.3.

1.1.131 “**Net Equity Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any sale or issuance of Equity Interests (or any equity-like instrument or instrument convertible into Equity Interests of a member of the VL Group or similar security or subordinated shareholder loans) by any member of the VL Group, less (a) the amount of Taxes arising therefrom which cannot be offset against losses, depreciation or otherwise such that same must actually be paid in cash, and (b) reasonable out-of-pocket costs, fees and expenses incurred in connection with such sale or issuance, including commissions.

1.1.132 “**New Facility**” means one or more credit facilities created from time to time as permitted under Section 2.4 and benefitting from the Guarantees granted pursuant to the Guarantee Agreements.

1.1.133 “**Notice of Borrowing**” means a notice substantially in the form of Schedule “B” transmitted to the Agent by the Borrower in accordance with the provisions of Section 4.1, 4.2, 4.12 or 4.13.

1.1.134 “**Notice of Conversion or Rollover**” means, with respect to the Revolving Facility or the Term Facility, a notice substantially in the form of Schedule “I” transmitted to the Agent by the Borrower in accordance with the provisions of Section 4.14.

1.1.135 “**OFAC**” means The Office of Foreign Assets Control of the US Department of Treasury.

1.1.136 “**Other Taxes**” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

1.1.137 “**Payment Recipient**” has the meaning ascribed to it in Section 18.20.1.

1.1.138 **“Péladeau Group”** means any (i) individual who is related by blood, adoption or marriage to the late Pierre Péladeau; (ii) any trust (whether testamentary or otherwise) the beneficiaries of which are all individuals described in (i); or (iii) any corporation or partnership which is controlled, directly or indirectly, by one or more individuals referred to in (i) or a trust referred to in (ii), or any combination thereof.

1.1.139 **“Permitted Charges”** means, with respect to any Person:

- 1.1.139.1 any Charge created by law that is assumed in the ordinary course of business and in order to exercise same, which, in the case of construction Charges in favour of contractors, sub-contractors, workmen, suppliers of materials, engineers and architects, has not at such date been registered in accordance with Applicable Law against such Person, which relates to obligations which are not yet due or delinquent, which is not related to any loan of money or obtaining of credit and which, in the aggregate, do not affect in a material way the use, the income or the benefits flowing from the property so charged in the conduct of the business of such Person; any Charge resulting from judgments or decisions which such Person has, at such date, appealed or in respect of which it has sought revision and obtained a suspension of execution pending the appeal or the revision; any Charge for Taxes, assessments or governmental claims or other impositions not yet due or matured or in respect of which the validity at such date has been contested in good faith by such Person before a Governmental Authority in accordance with the provisions of Section 12.7; or which relates to a deposit of monies or securities in the ordinary course of business with respect to any Charge referred to in this paragraph, or to secure workmen’s compensation, surety or appeal bonds or security for costs of litigation; or any Charge in favour of a landlord on movable or personal property to secure the payment of rent and other amounts owing under leases for immovable or real property, provided the Charge is limited to property situated on the leased premises;
 - 1.1.139.2 any right of a municipality or other Governmental Authority pursuant to any lease, license, franchise, grant or permit obtained by such Person, or any right resulting from a legislative provision, to terminate such lease, license, franchise, grant or permit, or requiring an annual or periodic payment as a condition of its extension;
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- 1.1.139.3 Charges in favour of a municipality, public utility or other Governmental Authority, or which may be imposed by one or the other, when required by such body or authority with respect to the operations of such Person or in the ordinary course of its business;
 - 1.1.139.4 Charges granted in favour of municipal authorities or public utilities on immovables acquired from time to time by such Person which do not adversely affect the value or marketability of such Person's immovable property in any material respect;
 - 1.1.139.5 title defects, homologated lines, zoning and building by-laws, ordinances, regulations and other governmental restrictions on the use of property, or servitudes, easements or other similar encumbrances, provided that none of the foregoing adversely affect the value or marketability of such Person's immovable property in any material respect;
 - 1.1.139.6 Charges (i) under any Capital Lease, and (ii) to secure the payment of the purchase price incurred in connection with the acquisition of assets, in each case to be used in carrying on the Core Business, including Charges existing on such assets at the time of the acquisition thereof or at the time of the acquisition by a member of the VL Group of any business entity then owning such assets, whether or not such existing Charges were given to secure the payment of the purchase price of the assets to which they attach, provided that such Charges are limited to the assets purchased and that the amount guaranteed by such Charges does not exceed 100% of the acquisition price of the assets so acquired, and, in the aggregate for (i) and (ii) above and with the Charges referred to in paragraph 1.1.139.8, shall not exceed 15% of Consolidated Net Tangible Assets of the Borrower;
 - 1.1.139.7 bankers' liens, rights of set-off or similar rights to deposit accounts or the funds maintained with a credit or deposit-taking institution;
 - 1.1.139.8 other Charges on the assets of the VL Group securing other Debt of any member of the VL Group, provided that the amount guaranteed by such Charges does not exceed, in the aggregate with the Charges referred to in paragraph 1.1.139.6, 15% of Consolidated Net Tangible Assets of the Borrower.
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1.1.140 “**Person**” means a legal person, a natural person, a joint venture, a partnership, a trust, an entity without juridical personality, a Governmental Authority or any ministry, organization or intermediary of such Governmental Authority.

1.1.141 “**Prime Rate**” means, on any day, the greater of (i) the reference rate of interest, expressed as an annual rate, publicly announced or posted from time to time by the Lender then acting as Agent (or, in the case of Swing Line Advances, the Swing Line Lender) as being its reference rate then in effect for determining interest rates on demand commercial loans granted in Canada in Canadian Dollars to its clients (whether or not any such loans are actually made), and (ii) the rate of interest per annum equal to the one-month Adjusted Term CORRA on such day, plus 1%. For greater certainty, if the Prime Rate as determined above shall ever be less than the Floor, then the Prime Rate shall be deemed to be the Floor.

1.1.142 “**Prime Rate Advance**” means, at any time, the portion of the Advances in Canadian Dollars with respect to which the Borrower has chosen, or, in accordance with the provisions hereof, is obliged, to pay interest on the Prime Rate Basis.

1.1.143 “**Prime Rate Basis**” means the basis of calculation of interest on the Prime Rate Advances, or any part thereof, made in accordance with the provisions of Sections 5.1 and 5.2.

1.1.144 “**Proceeds of Crime Act**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the regulations promulgated thereunder.

1.1.145 “**QMI Subordinated Debt**” means the unsecured Debt of the Borrower owed to Quebecor Media Inc. with interest at a rate not exceeding the greater of (y) the three month Adjusted Term CORRA on such day, plus 3.0% per annum, or (z) 7% per annum, which Debt has no required redemption provisions and matures at least 6 months after the expiry of the Term hereof and has been subordinated in right of payment to the obligations of the VL Group hereunder and under the Loan Documents pursuant to an agreement in form and substance acceptable to the Lenders and their counsel.

1.1.146 “**Rateable Share**” means, with respect to (a) any Revolving Facility Tranche A Lender, the percentage of the total Commitments under the Revolving Facility Tranche A represented by such Lender’s Commitment under the Revolving Facility Tranche A, (b) any Revolving Facility Tranche B Lender, the percentage of the total Commitments under the Revolving Facility Tranche B represented by such Lender’s Commitment under the Revolving Facility Tranche B, (c) any Revolving Facility Tranche C Lender, the percentage of the total Commitments under the Revolving Facility Tranche C represented by such Lender’s Commitment under the Revolving Facility Tranche C, (d) any Revolving Facility Tranche D

Lender, the percentage of the total Commitments under the Revolving Facility Tranche D represented by such Lender's Commitment under the Revolving Facility Tranche D, (e) any Term Facility Tranche B Lender, the percentage of the total Commitments under the Term Facility Tranche B represented by such Lender's Commitment under the Term Facility Tranche B, (f) any Term Facility Tranche C Lender, the percentage of the total Commitments under the Term Facility Tranche C represented by such Lender's Commitment under the Term Facility Tranche C, or (g) any Lender under a New Facility, the percentage of the total Commitments under such New Facility represented by such Lender's Commitment under such New Facility. If the Commitments under the Revolving Facility or Commitments under the Term Facility have been cancelled, terminated or expired, or if the calculation is required under the provisions of Section 18.8, the Rateable Share of a Revolving Facility Lender, a Term Facility Lender or a Lender under a New Facility shall be calculated by dividing (A) (i) the portion of the Loan Obligations under the Revolving Facility owed to such Revolving Facility Lender plus the amount owed to such Revolving Facility Lender on account of Derivative Obligations, (ii) the portion of the Loan Obligations under the Term Facility owed to such Term Facility Lender plus the amount owed to such Term Facility Lender on account of Derivative Obligations (which amount on account of Derivative Obligations shall be zero if such Term Facility Lender is also a Revolving Facility Lender and such amount has already been taken into account under (A)(i) above), and (iii) the portion of the Loan Obligations under such New Facility owed to such Lender plus the amount owed to such Lender under such New Facility on account of Derivative Obligations (which amount on account of Derivative Obligations shall be zero if such Lender under such New Facility is also a Revolving Facility Lender or a Term Facility Lender and such amount has already been taken into account under (A)(i) or (A)(ii) above), by (B) the aggregate amount of the Guaranteed Obligations, giving effect to any Assignments pursuant to the provisions of Article 16. If there is a Defaulting Lender, the "Rateable Share" shall be adjusted in accordance with the provisions of Section 18.16 without increasing the Commitment of any Lender.

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

1.1.148 **"Relevant Group"** means:

- (a) when used for the purposes of Section 8.3, Article 12 (other than Section 12.11), Article 13 and Article 14, including to the extent used in any defined term used therein (or any defined term used within such definitions or any component thereof), the VL Group, and
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- (b) when used for the purposes of Section 12.11, including to the extent used in any defined term used therein (or any defined term used within such definitions or any component thereof),
 - i) the VL Group on an Adjusted Consolidated basis if, at the relevant time, (x) the Adjusted Consolidated (A) EBITDA on a rolling four-quarter basis, or (B) assets (excluding Back-to-Back Securities), or (C) Debt, in each case, of the VL Group, is less than 85% of, as applicable, (y) the EBITDA on a rolling four-quarter basis, or the assets (excluding Back-to-Back Securities), or the Debt, in each case of the Borrower on a consolidated basis, or
 - ii) otherwise, the Borrower on a consolidated basis.

Accordingly, assets, EBITDA and Debt shall be calculated on an Adjusted Consolidated basis when such terms apply to the VL Group and on a consolidated basis when such terms apply to the Borrower.

1.1.149 **“Required Lenders-Acceleration”** means no less than three (3) Lenders holding at least 51% of the combined Loan Obligations under all Facilities, unless there are two or less Lenders, in which case, “Required Lenders-Acceleration” means all Lenders.

1.1.150 **“Requisite Disruption Lenders”** means, at any time, Lenders representing at such time more than 35% of the total Commitments under the Revolving Facility, the Term Facility and New Facilities at such time.

1.1.151 **“Revolving Facility”** means the Facility under which the portion of the Credit described in subsection 2.1.1 is available.

1.1.152 **“Revolving Facility CDN Tranches”** refers collectively to the Revolving Facility Tranche A and the Revolving Facility Tranche B, and **“Revolving Facility CDN Tranche”** refers to any one thereof, as the context requires.

1.1.153 **“Revolving Facility Fees”** means the fees payable to the Agent and the Revolving Facility Lenders, as set out in Section 5.12.

1.1.154 **“Revolving Facility Lender”** means a Lender having a Commitment under any Revolving Facility Tranche.

1.1.155 **“Revolving Facility Tranche A”** means the tranche of the Revolving Facility made available to the Borrower pursuant to subsection 2.1.1(a).

- 1.1.156 **“Revolving Facility Tranche A Lender”** means a Lender having a Commitment under the Revolving Facility Tranche A.
- 1.1.157 **“Revolving Facility Tranche A Maturity Date”** means January 28, 2031.
- 1.1.158 **“Revolving Facility Tranche B”** means the tranche of the Revolving Facility made available to the Borrower pursuant to subsection 2.1.1(b).
- 1.1.159 **“Revolving Facility Tranche B Lender”** means a Lender having a Commitment under the Revolving Facility Tranche B.
- 1.1.160 **“Revolving Facility Tranche B Maturity Date”** means January 27, 2027.
- 1.1.161 **“Revolving Facility Tranche C”** means the tranche of the Revolving Facility made available to the Borrower pursuant to subsection 2.1.1(c).
- 1.1.162 **“Revolving Facility Tranche C Lender”** means a Lender having a Commitment under the Revolving Facility Tranche C.
- 1.1.163 **“Revolving Facility Tranche C Maturity Date”** means January 28, 2031.
- 1.1.164 **“Revolving Facility Tranche D”** means the tranche of the Revolving Facility made available to the Borrower pursuant to subsection 2.1.1(d).
- 1.1.165 **“Revolving Facility Tranche D Lender”** means a Lender having a Commitment under the Revolving Facility Tranche D.
- 1.1.166 **“Revolving Facility Tranche D Maturity Date”** means January 27, 2027.
- 1.1.167 **“Revolving Facility Tranches”** refers collectively to the Revolving Facility CDN Tranches and the Revolving Facility US Tranches, and **“Revolving Facility Tranche”** refers to any one thereof, as the context requires.
- 1.1.168 **“Revolving Facility US Tranches”** refers collectively to the Revolving Facility Tranche C and the Revolving Facility Tranche D, and **“Revolving Facility US Tranche”** refers to any one thereof, as the context requires.
- 1.1.169 **“Rollover Date”** means, with respect to a Term SOFR Advance or a CORRA Advance, the date of any such Advance, or the first day of any Interest Period.
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1.1.170 “**Sanctioned Person**” means a Person named on the list of “Specially Designated Nationals” maintained by OFAC or otherwise designated under or subject of any Sanctions Laws.

1.1.171 “**Sanctions Event**” is used with the defined meaning assigned in Section 11.18.

1.1.172 “**Sanctions Laws**” means any economic, trade or financial sanctions or trade embargoes imposed, administered or enforced from time to time under laws and executive orders of the Canadian government (including without limitation under the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law)* and the *Criminal Code* (Canada) and, in each case, the regulations promulgated thereunder), the United States government, or any other relevant sanctions authority.

1.1.173 “**Scheduled Unavailability Date-Term SOFR**” has the meaning specified in clause (b) of subsection 5.15.2.

1.1.174 “**Second Currency**” has the meaning ascribed to it pursuant to Section 15.1.

1.1.175 “**Selected Amount**” means, (i) with respect to a CORRA Advance, the amount of the Advances in Canadian Dollars which the Borrower has asked, in accordance with Section 4.13, that the interest payable thereon be calculated on the Term CORRA Basis or Daily Compounded CORRA Basis, as applicable, and (ii) with respect to a Term SOFR Advance, the amount of the Advances in US Dollars in respect of which the Borrower has asked, in accordance with Section 4.12, that the interest payable thereon be calculated on the Term SOFR Basis.

1.1.176 “**Seventh Amendment Closing Date**” means April 3, 2023.

1.1.177 “**SOFR**” means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

1.1.178 “**Solvency Certificate**” means a certificate attesting that a Person is Solvent, delivered in accordance with the provisions of Section 13.6.

1.1.179 “**Solvent**” means, with respect to any Person, as of any date of determination, that such Person is not an “insolvent person”, as defined in the *Bankruptcy and Insolvency Act* (Canada), a “debtor company”, as defined in the *Companies’ Creditors Arrangement Act* (Canada), and is not insolvent under any analogous defined term as used in any other Applicable Laws.

1.1.180 “**Special Majority Tranche A Lenders**” has the meaning ascribed to it in Section 2.5.

1.1.181 “**Special Majority Tranche C Lenders**” has the meaning ascribed to it in Section 2.7.

1.1.182 “**Spectrum Auction and Purchase**” means any process by Innovation, Science and Economic Development Canada, the CRTC or another Governmental Authority in connection with the auction of spectrum licences for advanced wireless services and other spectrum to be used in the Core Business.

1.1.183 “**Standby Fee**” has the meaning ascribed to it in subsection 5.12.1.

1.1.184 “**Subsidiary**” means any Person in respect of which the majority of the issued and outstanding capital stock (including securities convertible into voting shares and options to purchase voting shares) granting a right to vote in all circumstances is at the relevant time owned by the Borrower or one or more of its Subsidiaries, and includes any partnership and limited partnership that would be an Affiliate if it was a corporation.

1.1.185 “**Successor Rate (USD)**” has the meaning specified in subsection 5.15.2.

1.1.186 “**Swing Line Advances**” means a Prime Rate Advance, a US Base Rate Advance or the issuance of a Letter of Credit (in the latter case, subject to prior notice as required by the Swing Line Lender in accordance with its normal practice) under the Revolving Facility Tranche A by the Swing Line Lender to the Borrower in an aggregate principal amount outstanding at any time not exceeding the Swing Line Commitment. All Swing Line Advances are available only by way of Prime Rate Advances, US Base Rate Advances or the issuance of Letters of Credit, and may not be converted into any other form of borrowing.

1.1.187 “**Swing Line Commitment**” means \$55,000,000.

1.1.188 “**Swing Line Lender**” means The Toronto-Dominion Bank and any successor thereof appointed pursuant to Section 4.3. For greater certainty, where the context permits, references to “Lenders” herein include the Swing Line Lender.

1.1.189 “**Swing Line Loan**” means, at any time, the aggregate of the Swing Line Advances outstanding at any time in accordance with the provisions hereof, together with any other amount in interest and accessory costs payable to the Swing Line Lender by the Borrower pursuant hereto.

1.1.190 “**Tax Benefit Transaction**” means, for so long as the Borrower is a direct or indirect subsidiary of Quebecor Inc. (“**Quebecor**”), any transaction between a member of the VL Group and Quebecor or any of its Affiliates, the

primary purpose of which is to create tax benefits for any member of the VL Group or for Quebecor or any of its Affiliates; provided, however, that (1) the member of the VL Group involved in the transaction obtains a favourable tax ruling from a competent tax authority or a favourable tax opinion from a nationally recognized Canadian law or accounting firm having a tax practice of national standing as to the tax efficiency of the transaction for such member of the VL Group (except that such ruling or opinion shall not be required in respect of a transaction with substantially similar tax and transactional attributes as a previous Tax Benefit Transaction in respect of which such a tax ruling or opinion was obtained as certified by the Vice President Taxation of the Borrower (or any officer having similar functions)); (2) the Borrower delivers to the Agent a resolution of the board of directors of the Borrower to the effect the transaction will not prejudice the Lenders and certifying that such transaction has been approved by a majority of the disinterested members of such board of directors; (3) such transaction is set forth in writing; and (4) the EBITDA is not reduced after giving pro forma effect to the transaction as if the same had occurred at the beginning of the most recently ended four fiscal quarter period of the Borrower for which internal financial statements are available; provided, however, that if such transaction shall thereafter cease to satisfy the preceding requirements as a Tax Benefit Transaction, it shall thereafter cease to be a Tax Benefit Transaction for purposes of this Agreement and shall be deemed to have been effected as of such date and, if the transaction is not otherwise permitted by this Agreement as of such date, the Borrower will be in Default hereunder if such transaction does not comply with the preceding requirements or is not otherwise unwound within 30 days of that date.

1.1.191 “**Tax Consolidation Transaction**” means a transaction in which (i) a member of the VL Group (the “**Initiator**”) borrows an amount by way of a daylight loan, (ii) the same amount is then used to lend to another member of the VL Group (“**Lossco**”) by way of an interest bearing loan (the “**Lossco Loan**”), (iii) Lossco subscribes to an equivalent amount of preferred shares of another VL Group member (“**Newco**”), (iv) Newco lends the same amount by way of an interest free loan to the Initiator (the “**Newco Loan**”), and (v) the Initiator reimburses the daylight loan. Subject to the last sentence of this paragraph, interest on the Lossco Loan would accrue on a daily basis and be payable periodically and at the maturity of the Lossco Loan along with the principal of such loan. Such interest payments and principal repayments would be funded from periodic preferred dividend payments, the redemption of preferred shares and a preferred dividend payment at the maturity of the Lossco Loan, in each case received from Newco. To fund Newco’s aforesaid dividend payments and share redemptions, the Initiator would make periodic cash contributions to Newco’s contributed surplus and, at maturity of the Lossco Loan, would make a cash contribution to Newco’s contributed surplus and reimburse the Newco Loan. For the purposes of the foregoing, the Initiator would borrow by way of daylight loans the required amounts to pay each contribution and to reimburse the Newco Loan and would reimburse each daylight loan using the proceeds of the interest and principal paid to it under the Lossco

Loan. Any lender who is not the Borrower or a Guarantor shall execute a subordination agreement in favour of the Agent in substantially the form attached hereto as Schedule “G” if at all times during the Tax Consolidation Transaction such lender is an operating entity or has Debt other than Debt contemplated by the Tax Consolidation Transaction.

1.1.192 “**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

1.1.193 “**Term**” means (i) with respect to the Revolving Facility, (a) as it relates to the Revolving Facility Tranche A, the period commencing on the Closing Date and terminating on the Revolving Facility Tranche A Maturity Date, as same may be extended from time to time pursuant to Section 2.5, (b) as it relates to the Revolving Facility Tranche B, the period commencing on the Closing Date and terminating on the Revolving Facility Tranche B Maturity Date, as same may be extended from time to time pursuant to Section 2.6, unless the Borrower has exercised the Tranche B Term Loan Conversion Option, in which case, the “Term” shall mean the period commencing on the Closing Date and terminating on the Tranche B Term Loan Conversion Maturity Date, (c) as it relates to the Revolving Facility Tranche C, the period commencing on the Closing Date and terminating on the Revolving Facility Tranche C Maturity Date, as same may be extended from time to time pursuant to Section 2.7, (d) as it relates to the Revolving Facility Tranche D, the period commencing on the Closing Date and terminating on the Revolving Facility Tranche D Maturity Date, as same may be extended from time to time pursuant to Section 2.8, unless the Borrower has exercised the Tranche D Term Loan Conversion Option, in which case, the “Term” shall mean the period commencing on the Closing Date and terminating on the Tranche D Term Loan Conversion Maturity Date and (ii) with respect to the Term Facility, (a) as it relates to the Term Facility Tranche B, the period commencing on the Seventh Amendment Closing Date and terminating on the Term Facility Tranche B Maturity Date, and (b) as it relates to the Term Facility Tranche C, the period commencing on the Seventh Amendment Closing Date and terminating on the Term Facility Tranche C Maturity Date.

1.1.194 “**Term CORRA**” means, for any calculation with respect to a Term CORRA Advance, 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. (Montreal 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 Canadian 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, however, if the Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator more than three (3) Business Days prior to such Periodic Term CORRA Determination Day, then Term CORRA will be the interest rate (expressed as a rate per annum on the basis of a year of 365 days) for a comparable tenor quoted by the Agent as of such Periodic Term CORRA Determination Day.

1.1.195 “**Term CORRA Adjustment**” means, with respect to Term CORRA, a percentage per annum equal to (i) 0.29547% (29.547 basis points) for an Interest Period of one-month’s duration and (ii) 0.32138% (32.138 basis points) for an Interest Period of three-months’ duration.

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

1.1.197 “**Term CORRA Advance**” means, at any time, the part of the Advances with respect to which the Borrower has chosen to pay interest on the Term CORRA Basis.

1.1.198 “**Term CORRA Basis**” means the basis of calculation of interest on Term CORRA Advances, or any part thereof, made in accordance with the provisions of Sections 5.6.1 and 5.7.

1.1.199 “**Term CORRA Interpolated Rate**” means, for any Term CORRA Non-Standard Interest Period, the rate per annum determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term CORRA for an Interest Period of 1 month and (b) Adjusted Term CORRA for an Interest Period of 3 months; provided that when determining the Term CORRA Interpolated Rate for a Term CORRA Non-Standard Interest Period which is less than one month, the Term CORRA Interpolated Rate shall be deemed to be Adjusted Term CORRA for an Interest Period of one month.

1.1.200 “**Term CORRA Non-Standard Interest Period**” has the meaning set out in the definition of “Adjusted Term CORRA”;

1.1.201 “**Term CORRA Reference Rate**” means the forward-looking term rate based on CORRA;

1.1.202 “**Term Facility**” means the Facility under which the portion of the Credit described in subsection 2.1.2 is available.

- 1.1.203 “**Term Facility Fees**” means the fees payable to the Agent and to the Term Facility Lenders, as set out in Section 5.12.
- 1.1.204 “**Term Facility FX Availability**” has the meaning ascribed to it in subsection 4.11.1.2.
- 1.1.205 “**Term Facility FX Availability Amount**” has the meaning ascribed to it in subsection 4.11.2.
- 1.1.206 “**Term Facility FX Determination**” has the meaning ascribed to it in subsection 4.11.1;
- 1.1.207 “**Term Facility FX Determination Date**” has the meaning ascribed to it in subsection 4.11.1;
- 1.1.208 “**Term Facility FX Excess**” has the meaning ascribed to it in subsection 4.11.1.1.
- 1.1.209 “**Term Facility FX Excess Amount**” has the meaning ascribed to it in subsection 4.11.1.1.
- 1.1.210 “**Term Facility Lender**” means a Lender having a Commitment under the Term Facility.
- 1.1.211 “**Term Facility Tranches**” refers collectively to the Term Facility Tranche B and the Term Facility Tranche C, and “**Term Facility Tranche**” refers to any one thereof, as the context requires.
- 1.1.212 “**Term Facility Tranche B**” means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(a).
- 1.1.213 “**Term Facility Tranche B Lender**” means a Lender having a Commitment under the Term Facility Tranche B.
- 1.1.214 “**Term Facility Tranche B Maturity Date**” means April 3, 2026.
- 1.1.215 “**Term Facility Tranche C**” means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(b).
- 1.1.216 “**Term Facility Tranche C Lender**” means a Lender having a Commitment under the Term Facility Tranche C.
- 1.1.217 “**Term Facility Tranche C Maturity Date**” means April 3, 2027.
- 1.1.218 “**Term SOFR**” means, for any Interest Period with respect to a Term SOFR Advance, the rate per annum equal to the Term SOFR Screen Rate two US Government Securities Business Days prior to the commencement of such Interest
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Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first US Government Securities Business Day immediately prior thereto; and provided that if the Term SOFR determined in accordance with the foregoing would otherwise be less than the Floor, the Term SOFR shall be deemed to be the Floor for purposes of this Agreement.

1.1.219 “**Term SOFR Advance**” means, at any time, the part of the Advances with respect to which the Borrower has chosen to pay interest on the Term SOFR Basis.

1.1.220 “**Term SOFR Basis**” means the basis of calculation of interest on Term SOFR Advances, or any part thereof, made in accordance with the provisions of Sections 5.3 and 5.4.

1.1.221 “**Term SOFR Replacement Date**” has the meaning specified in Section 5.15.2.

1.1.222 “**Term SOFR Screen Rate**” means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Agent) and published by CME (or any successor administrator satisfactory to the Agent) or such other commercially available source providing such quotations as may be designated by the Agent from time to time.

1.1.223 “**Tranche A Extension Request**” has the meaning ascribed to it in Section 2.5.

1.1.224 “**Tranche B Extension Request**” has the meaning ascribed to it in Section 2.6.

1.1.225 “**Tranche B Term Loan Conversion Date**” has the meaning ascribed to it in Section 2.6.

1.1.226 “**Tranche B Term Loan Conversion Maturity Date**” has the meaning ascribed to it in Section 2.6.

1.1.227 “**Tranche B Term Loan Conversion Option**” has the meaning ascribed to it in Section 2.6.

1.1.228 “**Tranche B Term Loan Conversion Period**” means the period commencing on the Tranche B Term Loan Conversion Date and terminating on the Tranche B Term Loan Conversion Maturity Date.

1.1.229 “**Tranche C Extension Request**” has the meaning ascribed to it in Section 2.7.

- 1.1.230 “**Tranche D Extension Request**” has the meaning ascribed to it in Section 2.8.
- 1.1.231 “**Tranche D Term Loan Conversion Date**” has the meaning ascribed to it in Section 2.8.
- 1.1.232 “**Tranche D Term Loan Conversion Maturity Date**” has the meaning ascribed to it in Section 2.8.
- 1.1.233 “**Tranche D Term Loan Conversion Option**” has the meaning ascribed to it in Section 2.8.
- 1.1.234 “**Tranche D Term Loan Conversion Period**” means the period commencing on the Tranche D Term Loan Conversion Date and terminating on the Tranche D Term Loan Conversion Maturity Date.
- 1.1.235 “**Unadjusted Canadian Benchmark Replacement**” means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment.
- 1.1.236 “**US Base Rate**” means, on any day, the greater of (a) the rate of interest, expressed as an annual rate, publicly announced or posted from time to time by Royal Bank of Canada as being its reference rate then in effect for determining interest rates on demand commercial loans granted in Canada in US Dollars to its clients (whether or not such loans are actually made); and (b) the Federal Funds Effective Rate plus .50% per annum. For greater certainty, if the US Base Rate as determined above shall ever be less than the Floor, then the US Base Rate shall be deemed to be the Floor.
- 1.1.237 “**US Base Rate Advance**” means, at any time, the part of the Advances in US Dollars with respect to which the Borrower has chosen, or, in accordance with the provisions hereof, is obliged, to pay interest on the US Base Rate Basis.
- 1.1.238 “**US Base Rate Basis**” means the basis of calculation of interest on the US Base Rate Advances, or any part thereof, made using the US Base Rate, plus the Margin applicable to Prime Rate Advances.
- 1.1.239 “**US Dollars**” or “**US \$**” means the lawful currency of the United States of America in same day immediately available funds or, if such funds are not available, the currency of the United States of America which is ordinarily used in the settlement of international banking operations on the day on which any payment or any calculation must be made pursuant to this Agreement.
- 1.1.240 “**US Government Securities Business Day**” means any business day on any day of the year, other than a Saturday, Sunday, except any business day on which any of the Securities Industry and Financial Markets Association, the New
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York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

1.1.241 “**VL Group**” means, collectively, the Borrower and all of its wholly- owned Subsidiaries, and a reference to a “member of the VL Group” means any of them; a list of the members of the VL Group as of the Closing Date is provided in Schedule “F” hereto.

1.2 **Interpretation**

Unless stipulated to the contrary, the words used herein which indicate the singular include the plural and vice versa and the words indicating masculine include the feminine and vice versa. In addition, the word “**includes**” (or “**including**”) shall be interpreted to mean “includes (or including) without limitation”. Finally, any reference to a time shall mean local time in the City of Montreal, Province of Quebec.

1.3 **Currency**

Unless the contrary is indicated, all amounts referred to herein are expressed in Canadian Dollars.

1.4 **Generally Accepted Accounting Principles**

Unless the Lenders and the Borrower shall otherwise expressly agree or unless otherwise expressly provided herein (for example, in connection with the definition of “Adjusted Consolidated”), all of the terms of this Agreement which are defined under the rules constituting Generally Accepted Accounting Principles shall be interpreted, and all financial statements and reports to be prepared hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles in effect from time to time.

If at any time any change in GAAP would affect any requirement set forth in any Loan Document, and either the Borrower or the Majority Lenders shall so request, the Agent, the Lenders and the Borrower shall negotiate in good faith to amend such requirement with the intent of having the respective positions of the Borrower and the Lenders after the coming into force of such change in GAAP conform as nearly as possible to their respective positions under the Credit Agreement immediately prior to January 1, 2022; provided that (A) until so amended, (i) such requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Agent and the Lenders a reconciliation between calculations of such requirement made before and after giving effect to such change in GAAP, and (B) no fees (other than reasonable legal fees incurred by the Lenders to amend any such Loan Document to evidence any such amendment), premiums, increases in pricing or other costs shall be charged to, or borne by, the Borrower in connection with any such amendment. For greater certainty, it is hereby understood and agreed that any reconciliation between calculations of such requirement before and after giving effect to such change in GAAP made by or on behalf of the Borrower

for purposes of determining compliance with any such requirement set forth in any Loan Document shall be unaudited. However, if it so requires, the Agent shall be entitled to obtain, at the expense of the Borrower, a confirmation in form and substance acceptable to the Agent, acting reasonably, from the Borrower's auditors or another expert confirming the substance of the reconciliation so provided.

1.5 **Division and Titles**

The division of this Agreement into Articles, Sections and subsections and the insertion of titles are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

1.6 **Rates**

The Agent does not warrant, nor accept responsibility, nor shall the Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate (USD) or Canadian Benchmark Replacement (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes (USD) or Conforming Changes (CAD). The Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate (USD) or Canadian Benchmark Replacement) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate (USD) or Canadian Benchmark Replacement) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

2. **THE CREDIT**

2.1 **Credit Facilities**

Subject to the provisions hereof, and in particular, to the provisions of Article 3, each Lender agrees to make available to the Borrower, individually and not jointly and severally or solidarily, its Commitment in the Credit, which Credit consists of:

- 2.1.1 the Revolving Facility, which Facility is available in four tranches:
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- (a) a tranche in the amount of \$400,000,000 (including the Swing Line Commitment which forms part of such tranche) maturing on the Revolving Facility Tranche A Maturity Date (subject to extensions in accordance with Section 2.5);
- (b) a tranche in the amount of \$400,000,000 maturing on the Revolving Facility Tranche B Maturity Date (subject to extensions in accordance with Section 2.6);
- (c) a tranche in the amount of US\$250,000,000 maturing on the Revolving Facility Tranche C Maturity Date (subject to extensions in accordance with Section 2.7); and
- (d) a tranche in the amount of US\$250,000,000 maturing on the Revolving Facility Tranche D Maturity Date (subject to extensions in accordance with Section 2.8), in each case, subject to increases in accordance with Section 2.4; and

2.1.2 the Term Facility, in a maximum amount equal to \$1,200,000,000, which Facility is available in two tranches:

- (a) a tranche in the amount of \$500,000,000 maturing on the Term Facility Tranche B Maturity Date; and
- (b) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche C Maturity Date.

Irrespective of whether or not any Swing Line Advances have been made or remain outstanding, the amount available under the Revolving Facility Tranche A (other than for the purposes of the calculation under subsection 5.12.1) shall be deemed to be reduced by an amount equal to the Swing Line Commitment.

2.2 **The Revolving Facility**

All Advances under each Revolving Facility Tranche and the Swing Line Advances shall be in Canadian Dollars or US\$ and may be repaid and re-borrowed by the Borrower at all times during the applicable Term, save and except that (i) during the Tranche B Term Loan Conversion Period, the Revolving Facility Tranche B is non-revolving and any amount that is repaid or prepaid under the Revolving Facility Tranche B during the Tranche B Term Loan Conversion Period may not be re-borrowed and shall automatically and permanently reduce the Revolving Facility Tranche B by an amount equal to such repayment or prepayment, and (ii) during the Tranche D Term Loan Conversion Period, the Revolving Facility Tranche D is non-revolving and any amount that is repaid or prepaid under the Revolving Facility Tranche D during the Tranche D Term Loan Conversion Period may not be re-borrowed and shall automatically and permanently reduce the Revolving Facility Tranche D by an amount equal to such repayment or prepayment.

2.3 **The Term Facility**

2.3.1 The Term Facility Tranche B has been disbursed in full (in an initial amount of \$700,000,000) on the Seventh Amendment Closing Date, and an amount of \$200,000,000 has been prepaid thereunder prior to the Closing Date. As such, the aggregate principal amount outstanding under the Term Facility Tranche B as at the Closing Date is \$500,000,000.

2.3.2 The Term Facility Tranche C has been disbursed in full on the Seventh Amendment Closing Date.

2.3.3 The Advances under the Term Facility shall be in Canadian Dollars or US\$ and may be repaid at all times during the Term.

2.3.4 The Term Facility is non-revolving and any amount that is repaid or prepaid under the Term Facility may not be reborrowed and shall automatically and permanently reduce the Term Facility by an amount equal to such repayment or prepayment, save and except that the Term Facility shall not be so reduced in connection with a repayment contemplated in Section 4.11.

2.4 **Incremental Commitments and Facilities**

The Borrower may, at any time after the Closing Date (with a minimum of \$25,000,000 of New Commitments each time, but without any minimum for a New Facility) during the Term of the Revolving Facility, by written notice to the Agent, elect to request an increase to the existing Commitments under the Revolving Facility (any such increase, the “**New Commitments**”) or elect to create a New Facility, in accordance with the provisions of this Section.

2.4.1 The aggregate amount of any such New Commitments and available commitments under any New Facility (in each case, expressed in the Equivalent Amount in Canadian Dollars at the time such New Commitments or New Facility became effective) shall not exceed an amount equal to \$1,000,000,000. The notice shall specify the date (the “**Increased Amount Date**”) on which the Borrower proposes that the New Commitments or New Facility shall be effective, which shall be a date not less than 15 Business Days after the date on which such notice is delivered to the Agent. To the extent the New Commitments are being requested to increase the Commitments under the Revolving Facility, the notice shall also specify the Revolving Facility Tranche(s) to which the New Commitments will be allocated and, where the New Commitments are to be allocated to more than one Revolving Facility Tranche, the exact allocation of the New Commitments to each applicable Revolving Facility Tranche shall also be specified. The notice in respect of New Commitments shall provide that the Borrower is first offering the opportunity to provide each New Commitment to the then-existing Revolving Facility Lenders, who may accept same on a pro rata basis or as they may otherwise agree. Any Revolving Facility Lender approached to provide all or a portion of the New Commitments may elect or decline, in its sole discretion, to provide a New Commitment.

2.4.2 The existing Revolving Facility Lenders shall advise the Agent within 10 Business Days following receipt of the Borrower's request for New Commitments as to the extent, if any, to which they wish to provide the New Commitments, and the Agent shall so advise the Borrower. The Borrower shall then identify each Person that is an Eligible Assignee (each, a "**New Lender**") to whom the Borrower proposes any portion of such New Commitments not accepted by an existing Revolving Facility Lender be allocated and the amounts of such allocations, within 2 Business Days from receipt of the Agent's notice referred to in the preceding sentence.

2.4.3 The New Commitments and any New Facility shall become effective as of the Increased Amount Date, provided that (a) no Default or Event of Default shall exist on the Increased Amount Date before or after giving effect to such New Commitments or New Facility; (b) the Borrower shall be in *pro forma* compliance with each of the covenants set forth in Section 12.11 as of the last day of the most recently ended fiscal quarter after giving effect to such New Commitments or New Facility; (c) the New Commitments shall be effected pursuant to one or more Joinder Agreements executed and delivered by the Borrower, the Guarantors, the New Lenders and the Agent, each of which shall be recorded in the Register (as defined in Section 16.3), and each New Lender shall be subject to the requirements set forth in Section 7.3; (d) the New Facility shall be effected pursuant to one or more amendments referred to in subsection 2.4.7; (e) the Borrower shall make any payments required pursuant to Section 7.4 in connection with the New Commitments; and (f) the Borrower shall deliver or cause to be delivered any legal opinions or other documents reasonably requested by the Agent in connection with any such transaction.

2.4.4 On or before the Increased Amount Date (with effect as of the Increased Amount Date), subject to the satisfaction of the foregoing terms and conditions, (a) with respect to all New Commitments, each of the Revolving Facility Lenders shall assign to each of the New Lenders, who shall purchase same, at the principal amount thereof (together with accrued interest), such interests in the Loan Obligations under the Revolving Facility outstanding on the Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Loan Obligations under the relevant Facility will be held by existing Revolving Facility Lenders and New Lenders ratably in accordance with their Commitments after giving effect to the addition of such New Commitments to the Commitments, (b) each New Commitment and commitment under a New Facility shall be deemed for all purposes a Commitment and each Advance made thereunder (a "**New Advance**") shall be deemed, for all purposes, a Loan Obligation under the Facilities, (c) each New Lender shall become a Lender with respect to the New Commitment and all matters relating thereto, and (d) each Lender under a New Facility shall become a Lender with respect to the New Facility and all matters relating thereto.

2.4.5 The Agent shall notify the Lenders, promptly upon receipt, of the Borrower's notice of the Increased Amount Date, the New Commitments and New Lenders in respect thereof, and any New Facility, as well as the effect of same as contemplated by the preceding paragraph.

2.4.6 The terms and provisions of the New Commitments under the Revolving Facility and New Advances thereunder shall be identical to the terms and provisions of the Loan Obligations, except in respect of any upfront fees or other similar fees to be paid in respect of New Commitments under the Revolving Facility. The terms and provisions of the New Commitments and New Advances not intended to simply be increases in the amount of the Revolving Facility shall be identical to the terms and provisions of the Loan Obligations, except as they relate to pricing, term, and amortization and repayment. For greater certainty, in respect of any increase contemplated in the first two sentences above, no additional Fees shall be payable in respect of any then-existing Commitments. Each Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Agent, to give effect to the provisions of this Section 2.4.

2.4.7 With respect to any New Facility and notwithstanding any other provision of this Agreement to the contrary, only the Borrower, the applicable lenders and agents under such New Facility and the Agent shall enter into an amendment to this Agreement to reflect all changes necessary or appropriate, in the opinion of the Agent, as a result of such New Facility, without the need to obtain the signatures of each of the existing Lenders to such amendment.

2.5 **Extension of Term - Revolving Facility Tranche A**

By notice in writing to the Agent for delivery to the Revolving Facility Tranche A Lenders given at any time during any financial year of the Borrower (but not more often than once in every financial year and no later than 90 days prior to the end of the then current Term), the Borrower may request (a “**Tranche A Extension Request**”) that the Revolving Facility Tranche A Lenders extend the Term of the Revolving Facility Tranche A for a period no greater than five years from the date upon which the requested extension takes effect.

The Revolving Facility Tranche A Lenders undertake to respond to the Tranche A Extension Request not more than 30 days from receipt. If any Revolving Facility Tranche A Lender fails to so respond, such Revolving Facility Tranche A Lender shall be deemed to be an Extension Non-Consenting Tranche A Lender, as defined below. Each Tranche A Extension Request must be consented to by Revolving Facility Tranche A Lenders holding not less than $\frac{2}{3}$ of the Commitments under the Revolving Facility Tranche A (herein the “**Special Majority Tranche A Lenders**”), failing which it will be deemed to have been refused.

At the option and expense of the Borrower (including the fee payable under subsection 16.2.2(f) hereof), and provided the Special Majority Tranche A Lenders have consented to the Tranche A Extension Request, any Revolving Facility Tranche A Lender not consenting thereto (an “**Extension Non-Consenting Tranche A Lender**”) may be replaced, in whole or in part, by one or more Revolving Facility Lenders, or by a new Revolving Facility Lender satisfactory to the Borrower, the Agent, the Issuing Lenders and

the Swing Line Lenders, in each case acting reasonably. In such case, such Extension Non-Consenting Tranche A Lender shall promptly assign its rights, benefits and obligations as a Revolving Facility Tranche A Lender under the Revolving Facility Tranche A to such other or new Revolving Facility Lender in accordance with the provisions of subsection 16.2.2. If, and to the extent that, the full amount of the Commitments of any Extension Non-Consenting Tranche A Lender is not so assumed, (a) all Loan Obligations owed to such Extension Non-Consenting Tranche A Lender shall be fully repaid (together with interest and fees related thereto) by the Borrower to such Extension Non-Consenting Tranche A Lender on, and (b) the Commitments of such Extension Non-Consenting Tranche A Lender will terminate on, the then-applicable expiry date of the Term, without regard to the extension sought in the Tranche A Extension Request, and the Credit under the Revolving Facility Tranche A shall be reduced accordingly on that date.

2.6 **Extension of Term - Revolving Facility Tranche B**

The Borrower may request, once per year by notice in writing to the Agent given at any time during such year, that the Revolving Facility Tranche B Lenders extend the Term of the Revolving Facility Tranche B (a “**Tranche B Extension Request**”) for an additional period of 364 days from the date upon which the requested extension takes effect. The Agent shall promptly notify the Revolving Facility Tranche B Lenders of any such Tranche B Extension Request.

The Revolving Facility Tranche B Lenders undertake to respond to the Tranche B Extension Request not more than 30 days from receipt. If any Revolving Facility Tranche B Lender fails to so respond, such Revolving Facility Tranche B Lender shall be deemed to have refused the Tranche B Extension Request, and, unless the Borrower exercises the Tranche B Term Loan Conversion Option (as defined below), the Commitment of such Revolving Facility Tranche B Lender under the Revolving Facility Tranche B will terminate on the then expiry date of the Term of the Revolving Facility Tranche B. If the Borrower does not exercise the Tranche B Term Loan Conversion Option and such Revolving Facility Tranche B Lender is not replaced as set forth below, the Credit under the Revolving Facility Tranche B shall be reduced accordingly on the date set forth in the immediately preceding sentence.

At the option of the Borrower, any Revolving Facility Tranche B Lender not consenting to an extension of the Term of the Revolving Facility Tranche B, including, for certainty, a Revolving Facility Tranche B Lender that is deemed to have refused by reason of its failure to respond to the applicable Tranche B Extension Request (an “**Extension Non-Consenting Tranche B Lender**”) may be replaced, in whole or in part, by one or more Revolving Facility Tranche B Lenders, or by a new Revolving Facility Tranche B Lender satisfactory to the Borrower and the Agent, in each case acting reasonably, in which case such Extension Non-Consenting Tranche B Lender shall be obliged to promptly assign its rights, benefits and obligations as a Revolving Facility Tranche B Lender to such other Revolving Facility Tranche B Lender or such new Revolving Facility Tranche B Lender, as the case may be, in accordance with the provisions of Section 16.2, except that in such case, the fee payable under Section 16.2.2(f) shall be payable by the Borrower and not the assigning Lender.

If less than 100% of the Commitments under the Revolving Facility Tranche B are extended or taken up by existing or new Revolving Facility Tranche B Lenders, then the Borrower may, at its option, either (a) exercise the Tranche B Term Loan Conversion Option effective as of the expiry of the Term of the Revolving Facility Tranche B, upon which all extensions shall be cancelled, or (b) extend the Revolving Facility Tranche B for such lower amount reflecting the percentage of Commitments extended or taken up by existing or new Revolving Facility Tranche B Lenders.

Provided there is no Default or Event of Default, if (a) the Borrower has not delivered a Tranche B Extension Request, or (b) if the Borrower has delivered a Tranche B Extension Request and less than all of the Revolving Facility Tranche B Lenders have consented to the extension or been replaced in accordance with the immediately preceding paragraph, the Borrower will have the option, with notice to the Revolving Facility Tranche B Lenders at least fifteen (15) days prior to the expiry of the Term of the Revolving Facility Tranche B, and upon payment of an upfront fee of 1.00% on any Advances outstanding under the Revolving Facility Tranche B on the expiry of the Term of Revolving Facility Tranche B, to convert the Revolving Facility Tranche B into a term facility (and outstanding Advances thereunder into a term loan) (the “**Tranche B Term Loan Conversion Option**”). If the Borrower elects to exercise the Tranche B Term Loan Conversion Option, the parties acknowledge and agree that on the date on which the Term of the Revolving Facility Tranche B would otherwise have expired (the “**Tranche B Term Loan Conversion Date**”), the Revolving Facility Tranche B shall be automatically converted into a term facility (and outstanding Advances thereunder into a term loan) with a maturity of one year from the Tranche B Term Loan Conversion Date (the “**Tranche B Term Loan Conversion Maturity Date**”). If all of the Commitments in respect of the Revolving Facility Tranche B are extended or taken up by existing or new Revolving Facility Tranche B Lenders, then the Borrower shall not be permitted to exercise the Tranche B Term Loan Conversion Option until the expiry of the extended Term. If the Borrower has exercised the Tranche B Term Loan Conversion Option, the Borrower is not permitted to make a Tranche B Extension Request.

2.7 **Extension of Term - Revolving Facility Tranche C**

By notice in writing to the Agent for delivery to the Revolving Facility Tranche C Lenders given at any time during any financial year of the Borrower (but not more often than once in every financial year and no later than 90 days prior to the end of the then current Term), the Borrower may request (a “**Tranche C Extension Request**”) that the Revolving Facility Tranche C Lenders extend the Term of the Revolving Facility Tranche C for a period no greater than five years from the date upon which the requested extension takes effect.

The Revolving Facility Tranche C Lenders undertake to respond to the Tranche C Extension Request not more than 30 days from receipt. If any Revolving Facility Tranche C Lender fails to so respond, such Revolving Facility Tranche C Lender shall be deemed to be an Extension Non-Consenting Tranche C Lender, as defined below. Each Tranche C Extension Request must be consented to by Revolving Facility Tranche C Lenders holding not less than $\frac{2}{3}$ of the Commitments under the Revolving Facility Tranche C (herein the “**Special Majority Tranche C Lenders**”), failing which it will be deemed to have been refused.

At the option and expense of the Borrower (including the fee payable under subsection 16.2.2(f) hereof), and provided the Special Majority Tranche C Lenders have consented to the Tranche C Extension Request, any Revolving Facility Tranche C Lender not consenting thereto (an “**Extension Non-Consenting Tranche C Lender**”) may be replaced, in whole or in part, by one or more Revolving Facility Lenders, or by a new Revolving Facility Lender satisfactory to the Borrower and the Agent, in each case acting reasonably. In such case, such Extension Non-Consenting Tranche C Lender shall promptly assign its rights, benefits and obligations as a Revolving Facility Tranche C Lender under the Revolving Facility Tranche C to such other or new Revolving Facility Lender in accordance with the provisions of subsection 16.2.2. If, and to the extent that, the full amount of the Commitments of any Extension Non-Consenting Tranche C Lender is not so assumed, (a) all Loan Obligations owed to such Extension Non-Consenting Tranche C Lender shall be fully repaid (together with interest and fees related thereto) by the Borrower to such Extension Non-Consenting Tranche C Lender on, and (b) the Commitments of such Extension Non-Consenting Tranche C Lender will terminate on, the then-applicable expiry date of the Term, without regard to the extension sought in the Tranche C Extension Request, and the Credit under the Revolving Facility Tranche C shall be reduced accordingly on that date.

2.8 **Extension of Term - Revolving Facility Tranche D**

The Borrower may request, once per year by notice in writing to the Agent given at any time during such year, that the Revolving Facility Tranche D Lenders extend the Term of the Revolving Facility Tranche D (a “**Tranche D Extension Request**”) for an additional period of 364 days from the date upon which the requested extension takes effect. The Agent shall promptly notify the Revolving Facility Tranche D Lenders of any such Tranche D Extension Request.

The Revolving Facility Tranche D Lenders undertake to respond to the Tranche D Extension Request not more than 30 days from receipt. If any Revolving Facility Tranche D Lender fails to so respond, such Revolving Facility Tranche D Lender shall be deemed to have refused the Tranche D Extension Request, and, unless the Borrower exercises the Tranche D Term Loan Conversion Option (as defined below), the Commitment of such Revolving Facility Tranche D Lender under the Revolving Facility Tranche D will terminate on the then expiry date of the Term of the Revolving Facility Tranche D. If the Borrower does not exercise the Tranche D Term Loan Conversion Option and such Revolving Facility Tranche D Lender is not replaced as set forth below, the Credit under the Revolving Facility Tranche D shall be reduced accordingly on the date set forth in the immediately preceding sentence.

At the option of the Borrower, any Revolving Facility Tranche D Lender not consenting to an extension of the Term of the Revolving Facility Tranche D, including, for certainty, a

Revolving Facility Tranche D Lender that is deemed to have refused by reason of its failure to respond to the applicable Tranche D Extension Request (an “**Extension Non-Consenting Tranche D Lender**”) may be replaced, in whole or in part, by one or more Revolving Facility Tranche D Lenders, or by a new Revolving Facility Tranche D Lender satisfactory to the Borrower and the Agent, in each case acting reasonably, in which case such Extension Non-Consenting Tranche D Lender shall be obliged to promptly assign its rights, benefits and obligations as a Revolving Facility Tranche D Lender to such other Revolving Facility Tranche D Lender or such new Revolving Facility Tranche D Lender, as the case may be, in accordance with the provisions of Section 16.2, except that in such case, the fee payable under Section 16.2.2(f) shall be payable by the Borrower and not the assigning Lender.

If less than 100% of the Commitments under the Revolving Facility Tranche D are extended or taken up by existing or new Revolving Facility Tranche D Lenders, then the Borrower may, at its option, either (a) exercise the Tranche D Term Loan Conversion Option effective as of the expiry of the Term of the Revolving Facility Tranche D, upon which all extensions shall be cancelled, or (b) extend the Revolving Facility Tranche D for such lower amount reflecting the percentage of Commitments extended or taken up by existing or new Revolving Facility Tranche D Lenders.

Provided there is no Default or Event of Default, if (a) the Borrower has not delivered a Tranche D Extension Request, or (b) if the Borrower has delivered a Tranche D Extension Request and less than all of the Revolving Facility Tranche D Lenders have consented to the extension or been replaced in accordance with the immediately preceding paragraph, the Borrower will have the option, with notice to the Revolving Facility Tranche D Lenders at least fifteen (15) days prior to the expiry of the Term of the Revolving Facility Tranche D, and upon payment of an upfront fee of 1.00% on any Advances outstanding under the Revolving Facility Tranche D on the expiry of the Term of Revolving Facility Tranche D, to convert the Revolving Facility Tranche D into a term facility (and outstanding Advances thereunder into a term loan) (the “**Tranche D Term Loan Conversion Option**”). If the Borrower elects to exercise the Tranche D Term Loan Conversion Option, the parties acknowledge and agree that on the date on which the Term of the Revolving Facility Tranche D would otherwise have expired (the “**Tranche D Term Loan Conversion Date**”), the Revolving Facility Tranche D shall be automatically converted into a term facility (and outstanding Advances thereunder into a term loan) with a maturity of one year from the Tranche D Term Loan Conversion Date (the “**Tranche D Term Loan Conversion Maturity Date**”). If all of the Commitments in respect of the Revolving Facility Tranche D are extended or taken up by existing or new Revolving Facility Tranche D Lenders, then the Borrower shall not be permitted to exercise the Tranche D Term Loan Conversion Option until the expiry of the extended Term. If the Borrower has exercised the Tranche D Term Loan Conversion Option, the Borrower is not permitted to make a Tranche D Extension Request.

3. PURPOSE

3.1 Purpose of the Advances

3.1.1 All Advances made by the Revolving Facility Lenders to the Borrower under the Revolving Facility in accordance with the provisions hereof from and after the Closing Date shall be used by the Borrower for general corporate purposes, including, without limitation, to issue Letters of Credit and to pay dividends to QMI from time to time, subject to and in accordance with the terms and conditions of this Agreement.

3.1.2 The Advances made by the Term Facility Lenders to the Borrower under the Term Facility were used by the Borrower to finance a portion of the cash consideration of the Freedom Transaction (as defined in the Initial Credit Agreement).

4. ADVANCES, CONVERSIONS AND OPERATION OF ACCOUNTS

4.1 Notice of Borrowing - Direct Advances

Subject to the applicable provisions of this Agreement, on any Business Day during the applicable Disbursement Period (or, in respect of conversions and rollovers, during the applicable Term, subject to the conditions set out in Article 10), the Borrower shall be entitled to request Advances under any Revolving Facility Tranche and any Term Facility Tranche, on one or more occasions, up to the maximum amount of the Credit under such Revolving Facility Tranche or Term Facility Tranche by way of Prime Rate Advances and US Base Rate Advances in minimum amounts of Canadian \$1,000,000 or US\$1,000,000 respectively, and whole multiples thereof, provided that at least one (1) Business Day prior to the day on which any Prime Rate Advance or US Base Rate Advance is required (other than a Swing Line Advance, which shall be made in accordance with the provisions of Section 4.3), the Borrower shall have provided to the Agent an irrevocable telephone notice at or before 12:00 p.m. on any Business Day, followed by the immediate delivery of a written Notice of Borrowing, save and except that in respect of any Prime Rate Advance or US Base Rate Advance requested under the Revolving Facility Tranche C or the Revolving Facility Tranche D, such irrevocable telephone notice may be made, and such written Notice of Borrowing may be delivered, in each case, at or before 11:00 a.m. on the Business Day on which such Prime Rate Advance or US Base Rate Advance is required. Notices of Borrowing in respect of Letters of Credit, Swing Line Advances, Term SOFR Advances and CORRA Advances shall be given in accordance with the provisions of Sections 4.2, 4.3, 4.12, and 4.13, respectively.

4.2 Letters of Credit

4.2.1 Issuance. Subject to the applicable provisions of this Agreement, on any Business Day during the applicable Disbursement Period, as part of the Credit available under the Revolving Facility Tranche A, upon three (3) Business Days' prior written Notice of Borrowing to the Agent, the Borrower may cause to be issued by the Issuing Lender on behalf of the Revolving Facility Tranche A Lenders one or more Letters of Credit in a

maximum aggregate amount outstanding at any time not exceeding the available Credit under the Revolving Facility Tranche A (minus the Swing Line Commitment) to support a bid in the Spectrum Auction and Purchase. Letters of Credit issued for other purposes hereunder shall not exceed a maximum amount outstanding at any time of \$50,000,000. Each Letter of Credit shall be issued under the Revolving Facility Tranche A in Canadian Dollars (although Letters of Credit issued under the Swing Line may also be in US Dollars). Concurrently with the delivery of a Notice of Borrowing requesting a Letter of Credit under the Revolving Facility Tranche A, the Borrower shall execute and deliver to the Issuing Lender the documents required by the Issuing Lender in respect of the requested type of Letter of Credit, including a Letter of Credit application and indemnity on the Issuing Lender's standard forms. In the event of any conflict between the provisions of this Agreement and the provisions of any document relating to a Letter of Credit, the provisions of this Agreement shall govern and prevail. The term of each Letter of Credit shall expire prior to the end of the Term of the Revolving Facility Tranche A and shall not be more than 364 days and shall otherwise be in form and substance satisfactory to the Issuing Lender. If the Borrower wishes to cause the issuance of a Letter of Credit that has a maturity date expiring after the expiry of the Term of the Revolving Facility Tranche A, the Borrower undertakes to provide the Agent with LC Escrowed Funds (as defined in Section 4.2.5) no later than one (1) Business Day prior to the expiry of the applicable Term.

4.2.2 Fee. The Borrower shall pay fees in respect of any such Letters of Credit ("LC Fees") issued or renewed equal to the aggregate of: (i) for the Revolving Facility Tranche A Lenders, an amount equal to (A) the face amount of the Letter of Credit on the date that the fee is payable multiplied by (B) a fraction (1) the numerator of which shall equal the product resulting from multiplying the applicable LC Fee percentage provided for in the table contained in the definition of "Margin" by the number of days in the term of the Letter of Credit selected by the Borrower, and (2) the denominator of which shall consist of 365 days or 366 days (as the case may be), which fees shall be payable quarterly in arrears on the last Business Day of each calendar quarter and (ii) for the Issuing Lender (other than the Swing Line Lender), the percentage per annum agreed upon by the Issuing Lender and the Borrower of the face amount thereof and for the number of days in the term of the Letter of Credit selected by the Borrower, payable quarterly in arrears on the last Business Day of each calendar quarter, or on such other date as the Agent may determine from time to time.

4.2.3 Reimbursement Obligations. In the event of any drawing under a Letter of Credit, the Issuing Lender shall promptly notify the Borrower who shall immediately reimburse the amount to the Issuing Lender in same day funds. In the event that the Borrower fails to reimburse the Issuing Lender immediately upon a drawing and fails to provide a Notice of Borrowing with a different option, the Borrower shall be deemed to have requested from the Agent a Prime Rate Advance under the Revolving Facility Tranche A on the date and in the amount of the drawing, the proceeds of which will be used to satisfy the reimbursement obligations of the Borrower to the Lenders under the Revolving Facility Tranche A in respect of the drawing. The reimbursement obligations of the Borrower hereunder shall be absolute, unconditional and irrevocable and shall be performed strictly

in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of:

- 4.2.3.1 any lack of validity or enforceability of any Letter of Credit or this Agreement or any term or provision therein or herein;
- 4.2.3.2 the existence of any claim, set-off, compensation, defence or other right that the Borrower, any member of the VL Group or any other Person may at any time have against the beneficiary under any Letter of Credit, the Issuing Lender, the Agents, any Lender or any other Person, whether in connection with this Agreement or any other related or unrelated agreement or transaction;
- 4.2.3.3 any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;
- 4.2.3.4 any dispute between or among the members of the VL Group and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the members of the VL Group against any beneficiary of such Letter of Credit or any such transferee; and
- 4.2.3.5 the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or any of the rights or benefits thereunder or proceeds thereof in whole or in part, which may prove to be invalid or ineffective for any reason.

The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions that result directly from the intentional or gross fault of the Issuing Lender, as determined by a final judgment of a court of competent jurisdiction.

In furtherance and extension and not in limitation of the specific provisions of this Section 4.2, (A) any action taken or omitted by the Issuing Lender or any of its respective correspondents under or in connection with any of the Letters of Credit, if taken or omitted in good faith and without gross or intentional fault, as determined by a final judgment of a court of competent jurisdiction, shall be binding upon the Borrower and shall not put the Issuing Lender or its respective correspondents under any resulting liability to the Borrower and (B) the Issuing Lender may, without gross or intentional fault as determined by a final judgment of a court of competent jurisdiction, accept documents that appear on their face to be in substantial compliance with the terms of a Letter of Credit, without responsibility for further investigation, regardless of any notice or information to the contrary (other than an injunction granted by a court of competent jurisdiction)

during the period for which such injunction is enforced), and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit, provided that the Issuing Lender shall have the right, in its sole discretion, to decline to accept such documents and to make such payment if such documents are not in strict compliance with the terms of such Letter of Credit.

4.2.4 Indemnification.

4.2.4.1 The Borrower agrees to indemnify and hold harmless the Issuing Lender and each of its officers, directors, affiliates, employees, advisors and agents (the “**Indemnitees**”) from and against any and all losses, claims, damages and liabilities which the Indemnitees may incur (or which may be claimed against any Indemnitee) by any Person by reason of or in connection with the issuance or transfer of or payment or failure to pay under any Letter of Credit, provided that the foregoing indemnity will not, as to an Indemnitee, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from the gross or intentional fault of such Indemnitee.

4.2.4.2 The Borrower agrees, as between the Borrower and the Issuing Lender, that the Borrower shall assume all risks of the acts, omissions or misuse by the beneficiary of any Letter of Credit.

4.2.4.3 Neither the Issuing Lender nor the Agent or any other Lender shall, in any way, be liable for any failure by the Issuing Lender or anyone else to pay any drawing under any Letter of Credit as a result of any action by any governmental authority or any other cause beyond the control of the Issuing Lender.

4.2.4.4 The obligations of the Borrower under this Section 4.2 shall survive the termination of this Agreement. No acts or omissions of any current or prior beneficiary of a Letter of Credit shall in any way affect or impair the rights of the Issuing Lender to enforce any right, power or benefit under this Agreement.

4.2.5 LC Escrowed Funds. Upon the occurrence of an Event of Default, the Borrower will forthwith, upon request from the Issuing Lender or the Agent, pay to the Agent for deposit into an escrow account maintained by and in the name of the Agent, an amount equal to the Issuing Lender’s maximum potential exposure under the then outstanding Letters of Credit (the “**LC Escrowed Funds**”). The LC Escrowed Funds will be held by the Agent for compensation or set-off against future Indebtedness owing by the Borrower to the Issuing Lender in respect of such Letters of Credit and pending such application will bear interest at the rate declared by the Agent from time to time as that payable by it in respect of deposits for such amount and for the period from the date of deposit to the

maturity date of the Letters of Credit. If such Event of Default is waived in compliance with the terms of this Agreement, then the remaining LC Escrowed Funds, if any, together with any accrued interest to the date of release, will be released to the Borrower. The deposit of the LC Escrowed Funds by the Borrower with the Agent as herein provided will not operate as a repayment on account of the Loan Obligations until such time as the LC Escrowed Funds are actually paid to the Issuing Lender as a repayment of principal hereunder. The Borrower shall sign and remit as security with regard thereto all appropriate documents that the Agent or the Issuing Lender might judge necessary or desirable.

4.2.6 **Resignation.** The Issuing Lender may resign as such (a “**Resigning Issuing Lender**”) upon 15 days’ prior written notice to the Agent and the Borrower, in which event the Borrower shall designate another Lender under the Revolving Facility Tranche A as Issuing Lender. Upon acceptance by such other Lender of the appointment as Issuing Lender (the “**Successor Issuing Lender**”), the Successor Issuing Lender shall succeed to the rights, powers and duties of the Resigning Issuing Lender and shall have all the rights and obligations of the Resigning Issuing Lender under this Agreement and the other Loan Documents. Upon request by any of the Resigning Issuing Lender, the Successor Issuing Lender, the Agent or the Borrower, each of the Resigning Issuing Lender, the Agent, the Borrower and the Successor Issuing Lender shall enter into an agreement evidencing the appointment of the Successor Issuing Lender and dealing with such other matters as the parties may agree including any reallocation of fees paid in relation to outstanding Letters of Credit which may be necessary. Following the resignation of the Resigning Issuing Lender, the Resigning Issuing Lender shall continue to have all the rights and obligations of an Issuing Lender under this Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to such resignation, but the Resigning Issuing Lender shall not be required to issue additional Letters of Credit. For avoidance of doubt, the provisions of this Agreement relating to the Issuing Lender shall inure to the benefit of the Resigning Issuing Lender as to any actions taken or omitted to be taken by it (a) while it was the Issuing Lender under this Agreement or (b) at any time with respect to Letters of Credit issued by the Issuing Lender.

4.3 **Swing Line Advances**

4.3.1 Subject to the terms and conditions of this Agreement, the Swing Line Lender agrees to make Swing Line Advances to the Borrower on any Business Day from time to time prior to the expiry of the Term of the Revolving Facility Tranche A. Swing Line Advances (other than by Letters of Credit) may be made or drawn by way of overdrafts on the Borrower’s account with the Swing Line Lender or by way of irrevocable same Business Day telephone notice at or before 12:00 p.m. followed by the delivery on the same day of a written notice of confirmation. Swing Line Advances by Letter of Credit shall be subject to the prior notice as required by the Swing Line Lender in accordance with its normal practices and shall not exceed \$1,000,000 in the aggregate outstanding at any time.

4.3.2 The proceeds of Swing Line Advances may be used by the Borrower for any purpose for which other Advances under the Revolving Facility Tranche A may be used.

4.3.3 The Swing Line Loan shall be immediately repaid by the Borrower if at any time (and to the extent) it exceeds the maximum of the Swing Line Advances permitted hereunder, either by the Borrower submitting a Notice of Borrowing to request a new Advance or by the Agent advising the Revolving Facility Lenders of a deemed Notice of Borrowing for the same purpose, which Notice of Borrowing the Agent is hereby expressly authorized (but in no way obliged unless requested to do so by the Swing Line Lender) to issue.

4.3.4 If the Swing Line Lender no longer wishes to act as such, it shall notify the Borrower, the other Revolving Facility Tranche A Lenders and the Agent not less than 15 days prior to the date on which it proposes to cease acting as a Swing Line Lender. In such event, the Borrower may designate a different Swing Line Lender by sending a notice to (a) the Swing Line Lender who will no longer act as such (the “**Retiring Swing Line Lender**”), (b) the new Swing Line Lender who has agreed to act as such and (c) the Agent, not less than five (5) days prior to the date on which the replacement is to occur. The new Swing Line Lender shall make a Prime Rate Advance or US Base Rate Advance, as applicable, available to the Agent for the purpose of repaying the Swing Line Loan owed to the Retiring Swing Line Lender on the date such replacement is to occur.

4.3.5 If an Event of Default shall have occurred, other than an Event of Default under subsection 14.1.4, or if no Revolving Facility Tranche A Lender wishes to act as a replacement for the Retiring Swing Line Lender (in such case, the Swing Line Lender is herein referred to as the “**Former Swing Line Lender**”), the Borrower shall be deemed to have made a request for, and each Revolving Facility Tranche A Lender shall make, a Prime Rate Advance or US Base Rate Advance, as applicable, available to the Agent for the purpose of repaying the principal amount of the Swing Line Loan owed to the Former Swing Line Lender, in the amount of such Revolving Facility Tranche A Lender’s Rateable Share multiplied by the amount of the outstanding Swing Line Loan owing to the Former Swing Line Lender (the “**Lender Swing Line Repayments**”). In such event, the Borrower’s right to obtain Swing Line Advances will cease, the amount of the Swing Line Commitment shall be nil, and the amounts outstanding thereunder will continue to form part of the Guaranteed Obligations. However, if an Event of Default under subsection 14.1.4 shall have occurred, the Revolving Facility Tranche A Lenders shall not make such Lender Swing Line Repayments and the provisions of subsection 4.3.6 shall apply.

4.3.6 If, before the making of a Lender Swing Line Repayment under subsection 4.3.5, an Event of Default under subsection 14.1.4 shall have occurred, each Revolving Facility Tranche A Lender will, on the date such Lender Swing Line Repayment was to have been made, purchase from the Former Swing Line Lender an undivided participating interest in the Swing Line Loans to be repaid, in an amount equal to its Rateable Share multiplied by the amount of the outstanding Swing Line Loans, and immediately transfer such amount to the Agent for the benefit of the Former Swing Line Lender, in immediately available funds. In such event, the Borrower’s right to obtain Swing Line Advances will cease and the amounts outstanding thereunder will continue to form part of the Guaranteed Obligations. If at any time after any Lender Swing Line Repayment has been made, the

Former Swing Line Lender receives any payment on account of the Swing Line Loans in respect of which such Lender Swing Line Repayment has been made, the Former Swing Line Lender will distribute to the Agent for the benefit of each Revolving Facility Tranche A Lender an amount equal to such Revolving Facility Tranche A Lender's Rateable Share multiplied by such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Facility Tranche A Lender's portion was outstanding and funded) in like funds as received; provided, however, that if such payment received by the Former Swing Line Lender is required to be returned, such Revolving Facility Tranche A Lender will return to the Agent for the benefit of the Former Swing Line Lender any portion thereof previously distributed by the Former Swing Line Lender to the Agent for the benefit of such Revolving Facility Tranche A Lender in like funds as such payment is required to be returned by such Former Swing Line Lender.

4.3.7 Each Revolving Facility Tranche A Lender's obligation to make Lender Swing Line Repayments or to purchase a participating interest in accordance with subsections 4.3.5 and 4.3.6 shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (1) any set-off, compensation, counterclaim, recoupment, defense or other right which such Revolving Facility Tranche A Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever; (2) the occurrence or continuance of any Default or Event of Default; (3) any adverse change in the condition (financial or otherwise) of the Borrower or any other Person; (4) any breach of this Agreement by the Borrower or any other Person; (5) any inability of the Borrower to satisfy the conditions precedent to borrowing set forth in this Agreement on the date upon which such Prime Rate Advance is to be made or participating interest is to be purchased or (6) any other circumstances, happening or event whatsoever, whether or not similar to any of the foregoing. If any Revolving Facility Tranche A Lender does not make available the amount required under subsection 4.3.5 or 4.3.6, as the case may be, the Former Swing Line Lender shall be entitled to recover such amount on demand from such Revolving Facility Tranche A Lender, together with interest thereon at the Prime Rate Basis or the US Base Rate Basis, as the case may be, from the date of non-payment until such amount is paid in full.

4.4 Operation of Accounts

The Agent shall maintain in its books at the Agency Branch a record of the Loan Obligations attesting as to the total of the Borrower's indebtedness to the Lenders in accordance with the provisions hereof and with the provisions of the other Credit Documents. These accounts or registers shall constitute, in the absence of manifest error, *prima facie* proof of the total amount of the indebtedness of the Borrower to the Lenders in accordance with the provisions hereof and of the other Credit Documents, of the date of any Advance made to the Borrower and of the total of all amounts paid by the Borrower from time to time with respect to principal and interest owing on the Loan Obligations and the fees and other sums payable in accordance with the provisions hereof or of the other Credit Documents.

4.5 **Apportionment of Advances**

The amount of each Advance will be apportioned among the relevant Lenders by the Agent by reference to the relevant Rateable Share of each such Lender, as such Rateable Share shall be immediately prior to the making of any Advance, subject to the provisions of subsections 4.3.5 and 4.3.6 hereof with respect to Swing Line Advances. If any amount is not in fact made available to the Agent by a Lender, the Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Agent as being its cost of funds in the circumstances) on demand from such Lender or, if such Lender fails to reimburse the Agent for such amount on demand, from the Borrower.

4.6 **Limitations on Advances**

The undrawn Credit available under each Revolving Facility Tranche shall cease to be available at the expiry of the Disbursement Period applicable to such Revolving Facility Tranche.

4.7 **Notices Irrevocable**

Any notice given to the Agent in accordance with Article 4 may not be revoked or withdrawn.

4.8 **Limits on CORRA Advances, Term SOFR Advances and Letters of Credit**

Nothing in this Agreement shall be interpreted as authorizing the Borrower to borrow by way of CORRA Advances or Term SOFR Advances for an Interest Period expiring or, subject to subsection 4.2.1, to cause to be issued Letters of Credit maturing, on a date which is after the expiry of the Term of the applicable Revolving Facility Tranche or Term Facility Tranche, as applicable, under which such CORRA Advances, Term SOFR Advances or Letters of Credit are requested.

4.9 **Excess Resulting From Exchange Rate Change – Revolving Facility CDN Tranches**

In respect of each of Revolving Facility CDN Tranche, any time that, following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, the sum of:

- 4.9.1 the Equivalent Amount in Canadian Dollars of the principal amount of Loan Obligations under such Revolving Facility CDN Tranche in US Dollars; and
- 4.9.2 the principal amount of the Loan Obligations under such Revolving Facility CDN Tranche in Canadian Dollars;

exceeds the amount of the Credit under such Revolving Facility CDN Tranche then available, the Borrower shall promptly either (i) make the necessary payments or repayments to the Agent to reduce the principal amount of the Loan Obligations under such

Revolving Facility CDN Tranche to an amount equal to or less than the then available amount of the Credit under such Revolving Facility CDN Tranche, or (ii) maintain or cause to be maintained with the Agent, deposits of Canadian Dollars in an amount equal to or greater than the amount by which the principal amount of the Loan Obligations under such Revolving Facility CDN Tranche exceed the then available amount of the Credit under such Revolving Facility CDN Tranche, such deposits to be maintained in such form and upon such terms as are acceptable to the Agent. Without in any way limiting the foregoing provisions, the Agent shall, on the date of each request for an Advance or on the date of any interest payment or on each Rollover Date, in each case under a Revolving Facility CDN Tranche, make the necessary exchange rate calculations to determine whether any such excess exists on such date under such Revolving Facility CDN Tranche and, if there is an excess, it shall so notify the Borrower.

4.10 **Excess Resulting From Exchange Rate Change – Revolving Facility US Tranches**

In respect of each of Revolving Facility US Tranche, any time that, following one or more fluctuations in the exchange rate of the Canadian Dollar against the US Dollar, the sum of:

- 4.10.1 the Equivalent Amount in US Dollars of the principal amount of Loan Obligations under such Revolving Facility US Tranche in Canadian Dollars; and
- 4.10.2 the principal amount of the Loan Obligations under such Revolving Facility US Tranche in US Dollars;

exceeds the amount of the Credit under such Revolving Facility US Tranche then available, the Borrower shall promptly either (i) make the necessary payments or repayments to the Agent to reduce the principal amount of the Loan Obligations under such Revolving Facility US Tranche to an amount equal to or less than the then available amount of the Credit under such Revolving Facility US Tranche, or (ii) maintain or cause to be maintained with the Agent, deposits of US Dollars in an amount equal to or greater than the amount by which the principal amount of the Loan Obligations under such Revolving Facility US Tranche exceed the then available amount of the Credit under such Revolving Facility US Tranche, such deposits to be maintained in such form and upon such terms as are acceptable to the Agent. Without in any way limiting the foregoing provisions, the Agent shall, on the date of each request for an Advance or on the date of any interest payment or on each Rollover Date, in each case under a Revolving Facility US Tranche, make the necessary exchange rate calculations to determine whether any such excess exists on such date under such Revolving Facility US Tranche and, if there is an excess, it shall so notify the Borrower.

4.11 **Exchange Rate Fluctuations – Term Facility**

4.11.1 On the first Business Day of each calendar month (each a “**Term Facility FX Determination Date**”), the Borrower shall (A) determine in respect of each Term Facility

Tranche whether or not the sum of (i) the Equivalent Amount in Canadian Dollars of the principal amount of Loan Obligations under such Term Facility Tranche in US Dollars and (ii) the principal amount of the Loan Obligations under such Term Facility Tranche in Canadian Dollars (such sum being referred to herein as the “**Aggregate CAD Equivalent of Outstanding Term Facility Advances**”), exceeds or is less than the amount of the Credit then available under such Term Facility Tranche (a “**Term Facility FX Determination**”), it being understood that any Term Facility FX Determination shall be based on an exchange rate acceptable to the Agent, and (B) deliver to the Agent a Notice of Conversion or Rollover. The following shall apply in respect of each Term Facility FX Determination:

- 4.11.1.1 with respect to each Term Facility Tranche, if the Borrower determines on a Term Facility FX Determination Date, following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, that the Aggregate CAD Equivalent of Outstanding Term Facility Advances under such Term Facility Tranche exceeds the amount of the Credit then available under such Term Facility Tranche (a “**Term Facility FX Excess**” and the amount by which the Aggregate CAD Equivalent of Outstanding Term Facility Advances under such Term Facility Tranche exceeds the amount of the Credit then available under such Term Facility Tranche is hereinafter referred to as the “**Term Facility FX Excess Amount**”), the Borrower shall, within three (3) Business Days following such Term Facility FX Determination Date, make the necessary payments or repayments to the Agent to reduce the principal amount of the Loan Obligations under such Term Facility Tranche to an amount equal to the amount of the Credit then available under such Term Facility Tranche, it being understood that the Notice of Conversion or Rollover delivered to the Agent on such Term Facility FX Determination Date shall specify that a portion of the principal amount of the Loan Obligations under such Term Facility Tranche will be repaid within such period in accordance with this subsection 4.11.1.1; or
 - 4.11.1.2 with respect to each Term Facility Tranche, if the Borrower determines on a Term Facility FX Determination Date, following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, that the Aggregate CAD Equivalent of Outstanding Term Facility Advances under such Term Facility Tranche is less than the amount of the Credit then available under such Term Facility Tranche (a “**Term Facility FX Availability**” and the amount by which the Aggregate CAD Equivalent of Outstanding Term Facility Advances under such Term Facility Tranche is less than the amount of the Credit then available under such Term Facility Tranche is hereinafter referred to as the “**Term Facility FX Availability Amount**”), the principal amount of the Advances in US\$ outstanding under such Term Facility
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Tranche may be adjusted to take into account the Term Facility FX Availability Amount for such Term Facility Tranche (an “**FX Fluctuation Adjustment**”). As such, the Borrower may increase the principal amount of the Advances in US\$ outstanding under such Term Facility Tranche to an amount equal to the amount of the Credit then available under such Term Facility Tranche by indicating in the Notice of Conversion or Rollover that the FX Fluctuation Adjustment has been applied to the increase of the principal amount of the Advances in US\$ being converted or rolled-over pursuant to such Notice of Conversion or Rollover. Each Term Facility Lender shall disburse to the Agent its proportionate share of any increase in the principal amount of the Advances in US\$ outstanding under such Term Facility Tranche resulting from an FX Fluctuation Adjustment in accordance with Section 18.10, which Section shall apply *mutatis mutandis* to the funding of any such increase. For greater certainty, no FX Fluctuation Adjustment shall be made if a Default or Event of Default exists or would result from such FX Fluctuation Adjustment

4.11.2 With respect to each Term Facility Tranche, if, at any time during any month, following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, a Term Facility FX Excess exists and the Term Facility FX Excess Amount related therewith represents more than 7.5% of the amount of the applicable Term Facility Tranche then in effect for three (3) consecutive days, the Borrower shall within three (3) Business Days following a demand to this effect by the Agent (such demand to be made before 10:00 AM on any day) (i) make the necessary payments or repayments to the Agent to reduce the principal amount of the Loan Obligations under such Term Facility Tranche to an amount equal to the then available amount of the Credit under such Term Facility Tranche, or (ii) maintain or cause to be maintained with the Agent deposits of Canadian Dollars as cash collateral in an amount equal to or greater than such Term Facility FX Excess Amount, such deposits to be maintained in such form, upon such terms and subject to such security as are acceptable to the Agent (the “**FX Cash Collateral**”), it being understood that if at any other time during that month the Term Facility FX Excess Amount exceeds the amount of the FX Cash Collateral, the Borrower shall, within three (3) Business Days following a demand to this effect by the Agent (such demand to be made before 10:00 AM on any day), deposit with the Agent additional Canadian Dollars as FX Cash Collateral in an amount sufficient to reduce such excess to nil.

4.12 **Term SOFR Advances**

Subject to the applicable provisions of this Agreement, on any Business Day during the applicable Disbursement Period (or, in respect of conversions, during the applicable Term, subject to the conditions set out in Article 10), upon an irrevocable telephone notice to the Agent given prior to 12:00 p.m., at least three Business Days prior to the date of a proposed Term SOFR Advance, followed by the immediate delivery of a written Notice of Borrowing or Notice of Conversion or Rollover, as applicable, the Borrower may request that (a) a Term SOFR Advance be made, (b) that one or more Advances not borrowed as

Term SOFR Advances be converted into one or more Term SOFR Advances, or (c) that a Term SOFR Advance or any part thereof be extended, as the case may be, in each case, under the Revolving Facility or the Term Facility, as applicable. The Agent shall determine the Term SOFR which will be in effect on the Rollover Date (which in such case must be a Business Day) with respect to the Selected Amount or to each of the Selected Amounts, as the case may be, having an Interest Period of 1, 3 or 6 months (or such other period as may be available and acceptable to the Agent) from the Rollover Date. However, if the Borrower has not delivered a notice to the Agent in a timely manner in accordance with the provisions of this Section 4.12, the Borrower shall be deemed to have chosen to have the interest on the amount of such Advance calculated on the US Base Rate Basis. No tenor that has been removed from this Section 4.12 pursuant to Section 5.15 shall be available for specification in a Notice of Borrowing or a Notice of Conversion or Rollover.

4.13 **CORRA Advances**

Subject to the applicable provisions of this Agreement, on any Business Day during the applicable Disbursement Period (or, in respect of conversions, during the applicable Term, subject to the conditions set out in Article 10), upon an irrevocable telephone notice to the Agent given prior to 12:00 p.m., at least three Business Days prior to the date of a proposed CORRA Advance, followed by the immediate delivery of a written Notice of Borrowing or Notice of Conversion or Rollover, as applicable, the Borrower may request that (a) a Term CORRA Advance or a Daily Compounded CORRA Advance be made, (b) that one or more Advances not borrowed as CORRA Advances be converted into one or more Term CORRA Advances and/or Daily Compounded CORRA Advances, or (c) that a Term CORRA Advance or a Daily Compounded CORRA Advance or any part thereof be extended, as the case may be, in each case, under the Revolving Facility or the Term Facility, as applicable. The Agent shall determine the Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, which will be in effect on the Rollover Date (which in such case must be a Business Day) with respect to the Selected Amount or to each of the Selected Amounts, as the case may be, having an Interest Period of 1 or 3 months (or such other period as may be available and acceptable to the Lenders and the Agent) from the Rollover Date. However, if the Borrower has not delivered a notice to the Agent in a timely manner in accordance with the provisions of this Section 4.13, (i) in the case of a maturing Daily Compounded CORRA Advance, such Daily Compounded CORRA Advance shall be rolled over as a Daily Compounded CORRA Advance with the same Interest Period as the previous Interest Period applicable to such maturing Daily Compounded CORRA Advance, and (ii) in the case of a maturing Term CORRA Advance, such Term CORRA Advance shall be converted into a Prime Rate Advance. No tenor that has been removed from this Section 4.13 pursuant to Section 5.16 shall be available for specification in a Notice of Borrowing or a Notice of Conversion or Rollover.

4.14 Conversions and Rollovers Generally

The Borrower may request the applicable Lenders to convert all or any portion of any type of Advance (other than Letters of Credit) into another type of Advance by delivering to the Agent a Notice of Conversion or Rollover within the delays herein contemplated. On the relevant Conversion Date or Rollover Date, the Borrower shall be deemed to have repaid, without novation, such portion of the Advance that it desires be converted or rolled-over and shall be deemed to have requested an Advance under the applicable Facility in the amount and the type of Advance into which it desires to convert or rollover. The provisions of this Agreement relating to Advances (including the prescribed delays for Notices of Borrowing) shall apply *mutatis mutandis* to any such Advance requested by way of conversion or rollover. A conversion or rollover requested pursuant to this Section 4.14, may only be effected if, on the relevant Conversion Date or Rollover Date, no Default or Event of Default has occurred and is continuing. Once delivered, no Notice of Conversion or Rollover may subsequently be revoked or withdrawn by the Borrower.

5. INTEREST AND FEES**5.1 Interest on the Prime Rate Basis and the US Base Rate Basis**

The principal amount of the Loan Obligations which at any time and from time to time remains outstanding and in respect of which the Borrower has chosen or, in accordance with the provisions hereof, is obliged to pay interest on the Prime Rate Basis or the US Base Rate Basis, shall bear interest, calculated daily, on the daily balance of such Loan Obligations, from the date of each Advance up to and including the day preceding the date of repayment thereof in full at the annual rate (calculated based on a 365 or 366 day year, as the case may be) applicable to each of such days which corresponds to the Prime Rate or the US Base Rate, respectively, at the close of business on each of such days, plus the Margin.

5.2 Payment of Interest on the Prime Rate Basis and the US Base Rate Basis

The interest payable in accordance with Section 5.1 and calculated in the manner described therein shall be payable to the Agent monthly, in arrears, on the last day of each month or on such other date (limited to once per month) as the Agent may determine and advise the Borrower from time to time, the first payment of which shall be payable on the last day of the month in which the first Prime Rate Advance or US Base Rate Advance, respectively, was made.

5.3 Interest on the Term SOFR Basis

The principal amount of any of the Term SOFR Advances which at any time and from time to time remains outstanding shall bear interest, calculated daily, on the daily balance of such Term SOFR Advance, from the date of each Term SOFR Advance or Rollover Date, at the annual rate (calculated based on a 360-day year) applicable to each of such days which corresponds to the Term SOFR applicable to each Selected Amount, plus the Margin, and shall be effective as and from the date of each Term SOFR Advance or Rollover Date up to but excluding the last day of the Interest Period of such Term SOFR Advance.

5.4 **Payment of Interest on the Term SOFR Basis**

The interest payable in accordance with the provisions of Section 5.3 and calculated in the manner described therein on the amount outstanding from time to time is payable to the Agent for the account of the Lenders, in arrears,

- 5.4.1 on the last day of the applicable Interest Period when the Interest Period is 1 to 3 months,
- 5.4.2 when the applicable Interest Period exceeds 3 months, on the last Business Day of each period of 3 months during such Interest Period and on the last day of the applicable Interest Period.

provided that 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.

5.5 **Fixing of Term SOFR**

Term SOFR shall be notified to the Borrower at approximately 11:00 a.m., two US Government Securities Business Days prior to the relevant Rollover Date.

5.6 **Interest on the Term CORRA Basis or Daily Compounded CORRA Basis**

- 5.6.1 The principal amount of any of the Term CORRA Advances which at any time and from time to time remains outstanding shall bear interest, calculated daily, on the daily balance of such Term CORRA Advance, from the date of each Term CORRA Advance or Rollover Date, at the annual rate (calculated based on a 365-day year) applicable to each of such days which corresponds to the Adjusted Term CORRA applicable to each Selected Amount, plus the Margin, and shall be effective as and from the date of each Term CORRA Advance or Rollover Date up to but excluding the last day of the Interest Period of such Term CORRA Advance.
 - 5.6.2 The principal amount of any of the Daily Compounded CORRA Advances which at any time and from time to time remains outstanding shall bear interest, calculated daily, on the daily balance of such Daily Compounded CORRA Advance, from the date of each Daily Compounded CORRA Advance or Rollover Date, at the annual rate (calculated based on a 365-day year) applicable to each of such days which corresponds to the Adjusted Daily Compounded CORRA applicable to each Selected Amount, plus the Margin, and shall be effective as and from the date of each Daily Compounded CORRA
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Advance or Rollover Date up to but excluding the last day of the Interest Period of such Daily Compounded CORRA Advance.

5.7 **Payment of Interest on the Term CORRA Basis or Daily Compounded CORRA Basis**

The interest payable in accordance with the provisions of Section 5.6 and calculated in the manner described therein on the amount outstanding from time to time is payable to the Agent for the account of the Lenders, in arrears,

5.7.1 on the last day of the applicable Interest Period when the Interest Period is up to and including 3 months,

5.7.2 when the applicable Interest Period exceeds 3 months, on the last Business Day of each period of 3 months during such Interest Period and on the last day of the applicable Interest Period.

provided that 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.

5.8 **Derivative Obligations**

The Borrower agrees that any amounts due to the Agent or the Lenders on account of Derivative Obligations shall be guaranteed by the Guarantee Agreements.

5.9 **Interest on the Loan Obligations**

Where no specific provision with respect to interest on an outstanding portion of the Loan Obligations is contained in this Agreement, the interest on such portion of the Loan Obligations shall be calculated and payable on the Prime Rate Basis.

5.10 **Arrears of Interest**

Any arrears of interest or principal shall bear interest at a rate that is two percent (2%) per annum higher than the rate of interest payable in respect of the relevant principal amount of the Loan Obligations and shall be calculated and payable on the same basis.

5.11 **Maximum Interest Rate**

The amount of the interest or fees payable in applying this Agreement shall not exceed the maximum rate permitted by Applicable Law. Where the amount of such interest or such fees is greater than the maximum rate, the amount shall be reduced to the highest rate that may be recovered in accordance with the applicable provisions of Applicable Law.

In determining whether the interest contracted for, charged or received by an Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated Term of the Loan Obligations hereunder.

5.12 **Fees**

The Borrower shall pay the following fees (the “**Revolving Facility Fees**” and the “**Term Facility Fees**”, as applicable) to the Agent (for the benefit of the Revolving Facility Lenders or the Term Facility Lenders, as applicable) and the Swing Line Lender, as applicable:

- 5.12.1 for the Revolving Facility Lenders, a standby fee (the “**Standby Fee**”) calculated daily by multiplying the amount of the unused Credit (calculated based on the maximum amount that could be available under each Revolving Facility Tranche, irrespective of compliance with any conditions precedent or other restrictions) under each Revolving Facility Tranche (including, in respect of the Revolving Facility Tranche A, the Swing Line Commitment) each day by the applicable rate set out in the definition of “Margin”, and dividing the result by 365 (or 366 in a leap year), and then multiplying that result by the number of days in the relevant quarter, payable quarterly in arrears two Business Days following the last day of each calendar quarter, or on such other date as the Agent or the Swing Line Lender, as applicable, may determine, acting reasonably;
- 5.12.2 for the Agent, an annual agency fee in the amount and payable in accordance with the provisions of the agency fee letter agreement dated as of April 3, 2023 entered into between the Borrower and the Agent; and
- 5.12.3 any upfront fees payable to the Revolving Facility Lenders under the fee letter dated the Closing Date entered into between the Borrower and the Agent, if any.

5.13 **Interest Act**

- 5.13.1 For the purposes of the *Interest Act* (Canada), any amount of interest or fees calculated herein using 360, 365 or 366 days per year and expressed as an annual rate is equal to the said rate of interest or fees multiplied by the actual number of days comprised within the calendar year, divided by 360, 365 or 366, as the case may be.
 - 5.13.2 The parties agree that all interest in this Agreement will be calculated using the nominal rate method and not the effective rate method, and
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that the deemed re-investment principle shall not apply to such calculations. In addition, the parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates.

5.14 **Conforming Changes**

5.14.1 In connection with the use or administration of Term SOFR, the Agent will have the right to make Conforming Changes (USD) from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes (USD) will become effective without any further action or consent of any other party to this agreement or any other Loan Document, provided that, with respect to any such amendment effected in connection with the use or administration of Term SOFR, the Agent shall post each such amendment implementing such Conforming Changes (USD) to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

5.14.2 In connection with the use or administration of Term CORRA and Daily Compounded CORRA, the Agent will have the right to make Conforming Changes (CAD) from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes (CAD) will become effective without any further action or consent of any other party to this agreement or any other Loan Document, provided that, with respect to any such amendment effected in connection with the use or administration of Term CORRA or Daily Compounded CORRA, the Agent shall post each such amendment implementing such Conforming Changes (CAD) to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

5.15 **Inability to Determine Rates (Term SOFR)**

5.15.1 If in connection with any request for a Term SOFR Advance or a conversion of a US Base Rate Advance to a Term SOFR Advance, as applicable, the Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate (USD) has been determined in accordance with subsection 5.15.2, and the circumstances under clause (a) of subsection 5.15.2 or the Scheduled Unavailability Date-Term SOFR has occurred, or (B) adequate and reasonable means do not otherwise exist for determining Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Advance, the Agent will promptly so notify the Borrower and each Lender.

Thereafter, the obligation of the Lenders to make or maintain Term SOFR Advances, or to convert US Base Rate Advances to Term SOFR Advances, shall be suspended (to the extent of the affected Term SOFR Advances or Interest Periods) until the Agent revokes such notice.

Upon receipt of such notice, (i) the Borrower may revoke any pending request for an Advance of, or conversion to Term SOFR Advances (to the extent of the affected Term SOFR Advances or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a US Base Rate Advances in the amount specified therein and (ii) any outstanding Term SOFR Advances shall be deemed to have been converted to US Prime Rate Advances immediately at the end of their respective applicable Interest Period.

- 5.15.2 Notwithstanding anything to the contrary in this Agreement or any other Loan Document, if the Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or the Majority Lenders notify the Agent (with, in the case of the Majority Lenders, a copy to the Borrower) that the Borrower or the Majority Lenders (as applicable) have determined, that:
- (a) adequate and reasonable means do not exist for ascertaining one month, three month and six month interest periods of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or
 - (b) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Agent or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of US Dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the “**Scheduled Unavailability Date-Term SOFR**”);
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then, on a date and time determined by the Agent (any such date, the “**Term SOFR Replacement Date**”), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (b) above, no later than the Scheduled Unavailability Date-Term SOFR, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR for any payment period for interest calculated that can be determined by the Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the “**Successor Rate (USD)**”).

If the Successor Rate (USD) is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (i) if the Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in clause (a) of subsection 5.15.2 or clause (b) of subsection 5.15.2 have occurred with respect to the Successor Rate (USD) then in effect, then in each case, the Agent and the Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then current Successor Rate (USD) in accordance with this Section 5.15 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar US Dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar US Dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a Successor Rate (USD). Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Majority Lenders have delivered to the Agent written notice that such Majority Lenders object to such amendment.

The Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate (USD).

Any Successor Rate (USD) shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Agent, such Successor Rate (USD) shall be applied in a manner as otherwise reasonably determined by the Agent.

Notwithstanding anything else herein, if at any time any Successor Rate (USD) as so determined would otherwise be less than the Floor, the Successor Rate (USD) will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate (USD), the Agent will have the right to make Conforming Changes (USD) from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes (USD) will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Agent shall post each such amendment implementing such Conforming Changes (USD) to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

5.16 **Canadian Benchmark Replacement Setting**

Notwithstanding anything to the contrary herein or in any other Document (and any Derivative Instrument constituting a swap shall be deemed not to be a “Loan Document” for purposes of this Section 5.16):

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

- 5.16.2 Canadian Benchmark Replacement Conforming Changes. In connection with the implementation, use, adoption and administration of a Canadian Benchmark Replacement, the Agent will have the right to make Conforming Changes (CAD) from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes (CAD) will become effective at 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date such proposed amendment is provided to the Borrower and the Lenders without any action or consent of any other party to this Agreement or any other Loan Document.
- 5.16.3 Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Canadian Benchmark Replacement, and (ii) the effectiveness of any Conforming Changes (CAD). The Agent will notify the Borrower and the Lenders of (x) the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to Section 5.16.4 and (y) the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 5.16, 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 sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.
- 5.16.4 Unavailability of Tenor of Canadian Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement):
- (a) if the then-current Canadian Benchmark is a term rate (including Term CORRA), and either (A) any tenor for such Canadian Benchmark is not displayed on a screen or other information
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service that publishes such rate from time to time as selected by the Agent in its reasonable discretion, or (B) the regulatory supervisor for the administrator of this Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition or provision) for any Canadian Benchmark settings at or after such time, to remove such unavailable or non-representative tenor, and

- (b) if a tenor that was removed pursuant to paragraph (a) of this Section 5.16.4 either (A) is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian 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 Canadian Benchmark (including a Canadian Benchmark Replacement), then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition or provision) for all Canadian Benchmark settings at or after such time, to reinstate such previously removed tenor.

5.16.5 Canadian Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Advances which are of the type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to, (i) for a Canadian Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Advances, and (ii) for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than Term CORRA, Prime Rate Advances.

5.17 **Inability to Determine CORRA Rates.**

5.17.1 Subject to 5.16, if, on or prior to the first day of any Interest Period for any Term CORRA Advance or Daily Compounded CORRA Advance, as applicable:

- (a) (i) the Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” or “Adjusted Daily Compounded CORRA”, as applicable, cannot be determined pursuant to the definition

thereof, for reasons other than a Canadian Benchmark Transition Event, or

- (b) the Majority Lenders determine that for any reason in connection with any request for a Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, or a conversion thereto or a continuation thereof that Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Advance, and the Majority Lenders have provided notice of such determination to the Agent,

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

5.17.2 Upon delivery of such notice by the Agent to the Borrower under Section 5.17.1(a), any obligation of the Lenders to make Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, and any right of the Borrower to continue Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, or to convert any Advances to Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, shall be suspended (to the extent of the affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, or affected Interest Periods) until the Agent (with respect to Section 5.17.1(b), at the instruction of the Majority Lenders) revokes such notice.

5.17.3 Upon receipt of such notice by the Agent to the Borrower under Section 5.17.1(a):

- (a) with respect to any pending request for a borrowing of, conversion to or rollover of Term CORRA Advances or Daily Compounded CORRA Advances, (i) the Borrower may revoke any such pending request (to the extent of the affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, or affected Interest Periods); (ii) in respect of Term CORRA Advances, the Borrower may elect to convert any such request into a request for a borrowing of or conversion to Daily Compounded CORRA Advances; (iii) in respect of Daily Compounded CORRA Advances, the Borrower may elect to convert any such request into a request for a borrowing of or conversion to Term CORRA Advances; and (iv) failing such revocation or election pursuant to clauses (i), (ii) or (iii) immediately above, the Borrower will be deemed to have
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converted any such request into a request for a borrowing of or conversion to Prime Rate Advances in the amount specified therein,

- (b) with respect to any outstanding Term CORRA Advances or Daily Compounded CORRA Advances, (i) in the case of outstanding Term CORRA Advances, the Borrower may elect to convert any outstanding affected Term CORRA Advances at the end of the applicable Interest Period into Daily Compounded CORRA Advances, (ii) in the case of Daily Compounded CORRA Advances, the Borrower may elect to convert any outstanding affected Daily Compounded CORRA Advance at the end of the applicable Interest Period into Term CORRA Advances, and (iii) otherwise, or failing such election pursuant to clauses (i) or (ii) immediately above, any outstanding affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Prime Rate Advances. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 7.4.

6. Reserved.

7. ILLEGALITY, INCREASED COSTS, INDEMNIFICATION AND MARKET DISRUPTIONS

7.1 Illegality

If any Lender determines that any law (whether or not as a result of a Change in Law) has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to (a) make any Advance or maintain any Loan Obligations (or to maintain its obligation to make any Advance, including any CORRA Advance, Term SOFR Advance, Letter of Credit or participation in a Letter of Credit), or (b) determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the 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 Agent), prepay or, if conversion would avoid the unlawful activity, convert any affected Loan Obligations, or take any necessary steps with respect to any Letter of Credit, in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

7.2 **Increased Costs**

7.2.1 General. If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;
- (b) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Advance made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 7.3 and the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or
- (c) impose on any Lender or the applicable interbank market any other condition, cost or expense affecting this Agreement or Advances by or Loan Obligations owed to such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making any Advance or maintaining any Loan Obligations (or of maintaining its obligation to make any such Advance), or to increase the cost to such Lender or the Issuing Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the Issuing 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.

7.2.2 Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of increasing the cost to such Lender of making or maintaining its Commitment or any Advance or Loan Obligation, or reducing any amount otherwise receivable by such Lender hereunder with respect thereto, 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.

7.2.3 Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its

holding company, as the case may be, as specified in subsections 7.2.1 or 7.2.2 hereof, including reasonable detail of the basis of calculation thereof, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 15 Business Days after receipt thereof.

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

7.3 Taxes

7.3.1 Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes. If any member of the VL Group, the Agent or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of such payments by or on account of any obligation of a member of the VL Group hereunder or under any other Loan Document, then (i) the sum payable shall be increased by that member of the VL Group 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) the Agent or the 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 member of the VL Group shall make any such deductions required to be made by it under Applicable Law and (iii) the member of the VL Group shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

7.3.2 Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

- 7.3.3 Indemnification by the Borrower. The Borrower shall indemnify the Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the 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 Agent), or by the Agent, on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.
- 7.3.4 Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a member of the VL Group to a Governmental Authority, such member of the VL Group shall deliver to the 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 Agent.
- 7.3.5 Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or under any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Lender, if requested by the Borrower or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to withholding or information reporting requirements, and (b) any Lender that ceases to be, or to be deemed to be, resident in Canada for the purposes of Part XIII of the Income Tax Act (Canada) or any successor provision thereto shall, within five days thereof, notify the Borrower and the Agent in writing.
- 7.3.6 Treatment of Certain Refunds. If the Agent or a Lender determines, acting reasonably, 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 a member of the VL Group has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes
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or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Borrower or other member of the VL Group, as applicable, an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or other member of the VL Group under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Agent or such Lender, as the case may be (without duplication of any such expenses if previously reimbursed), and without interest (other than an amount equal to the net after-Tax amount of any interest paid by the relevant Governmental Authority, if any, with respect to such refund). The Borrower or the other member of the VL Group, as applicable, upon the request of the Agent or such Lender, agrees to repay the amount paid over to the Borrower or other member of the VL Group (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender if the Agent or such Lender is required to repay such refund or reduction to such Governmental Authority. This subsection shall not be construed to require the 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.

7.4 **Breakage Costs, Failure to Borrow or Repay After Notice**

The Borrower shall indemnify each Lender against any loss or expense (including any loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain any Advance and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained) which such Lender may sustain or incur as a consequence of any: (a) default by the Borrower in the payment when due of the amount of or interest on any Loan Obligations or in the payment when due of any other amount hereunder, (b) default by the Borrower in obtaining an Advance after the Borrower has given notice hereunder that it desires to obtain such Advance, (c) default by the Borrower in making any voluntary reduction of the outstanding amount of any Loan Obligations after the Borrower has given notice hereunder that it desires to make such reduction, and (d) payment of any CORRA Advance or Term SOFR Advance otherwise than on the maturity date thereof (including without limitation any such payment required pursuant to Section 8.1 or upon acceleration pursuant to Section 14.2). A certificate of the Agent providing reasonable particulars of the calculation of any such loss or expense shall be conclusive and binding in the absence of manifest error. If any Lender becomes entitled to claim any amount pursuant to this Section 7.4, it shall promptly notify the Borrower, through the Agent of the event by reason of which it has become so entitled and reasonable particulars of the related loss or expense, provided that the failure to do so promptly shall not prejudice the Lenders' right to claim hereunder.

Without prejudice to the survival or termination of any other agreement of the Borrower under this Agreement, the obligations of the Borrower under this Section 7.4 shall survive the payment of principal and interest on all Loan Obligations and the termination of the Credit.

7.5 **Mitigation Obligations: Replacement of Lenders.**

7.5.1 **Designation of a Different Lending Office.** If any Lender requests compensation under Section 7.2, or requires the Borrower to pay any additional amount to it or to any Governmental Authority for its account pursuant to Section 7.3, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loan Obligations 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 (a) would eliminate or reduce amounts payable pursuant to Section 7.2 or 7.3, as the case may be, in the future and (b) 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.

7.5.2 **Replacement of Lenders.** If (a) any Lender requests compensation under Section 7.2, or (b) 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 7.3, or (c) any Lender is a Defaulting Lender and has not remedied such default within 2 Business Days, or (d) if any Lender's obligations are suspended under Section 7.1, then the Borrower may, at its sole expense and effort, upon 10 days' notice to such Lender and the 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 16), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such Assignment), provided that:

- (a) the Borrower pays the Agent the assignment fee specified in subsection 16.2.2(f), in the case of an Assignment;
 - (b) the assigning Lender receives payment of an amount equal to the outstanding principal of its Loan Obligations and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this
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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);

- (c) in the case of any such Assignment resulting from a claim for compensation under Section 7.2 or payments required to be made pursuant to Section 7.3, such assignment will result in a reduction in such compensation or payments thereafter; and
- (d) such Assignment does not conflict with Applicable Law.

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

7.6 **Market Disruption**

If, at any time or from time to time, the Requisite Disruption Lenders provide notice to the Agent that:

- 7.6.1 with respect to Term SOFR Advances, as a result of market conditions, (i) there exists no appropriate or reasonable method to establish Term SOFR, for a Selected Amount or an Interest Period, or (ii) US Dollar deposits are not available to the Lenders in such market in the ordinary course of business in amounts sufficient to permit them to make a Term SOFR Advance, for a Selected Amount or an Interest Period, or (iii) the Term SOFR at such time does not adequately and fairly reflect the cost to each such Requisite Disruption Lender of funding such Advance as determined by each such Requisite Disruption Lender in good faith;

any of the foregoing, a “**Market Disruption Event**”, then in any such case:

- 7.6.2 the Borrower and the Agent shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing to a substitute basis for determining the applicable Term SOFR. Any alternate basis (which may include having recourse to the Market Disruption US Base Rate) agreed upon pursuant to the foregoing sentence shall, with the prior consent of each of the Lenders affected by the Market Disruption Event and the Borrower, be binding on all of them;
 - 7.6.3 failing such agreement, the substitute basis for determining the applicable Term SOFR shall be as notified to the Borrower by each affected Lender, accompanied by a certificate of such affected Lender setting out the appropriate substitute rate for the particular form of Advance in question, and accompanied by reasonable explanations and
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calculations, provided that such substitute rate shall not exceed the relevant rate of non-affected Lenders by more than 1.50%; and

7.6.4 to the extent that the Advances affected by the Market Disruption Event are US Base Rate Advances, the applicable US Base Rate for all affected Lenders shall be the Market Disruption US Base Rate.

8. PAYMENT, REPAYMENT AND PREPAYMENT

8.1 Repayment of the Loan Obligations

8.1.1 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Revolving Facility Tranche A on the last day of the Term of the Revolving Facility Tranche A.

8.1.2 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Revolving Facility Tranche B on the last day of the Term of the Revolving Facility Tranche B.

8.1.3 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Revolving Facility Tranche C on the last day of the Term of the Revolving Facility Tranche C.

8.1.4 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Revolving Facility Tranche D on the last day of the Term of the Revolving Facility Tranche D.

8.1.5 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Term Facility Tranche B on the Term Facility Tranche B Maturity Date.

8.1.6 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Term Facility Tranche C on the Term Facility Tranche C Maturity Date.

8.2 Voluntary Repayment and Prepayment of the Loan Obligations or Cancellation of the Credit

On any Business Day during the Term, after having given notice to the Agent substantially in the form of Schedule “B-1” of one (1) Business Day with respect to the repayment of Prime Rate Advances and US Base Rate Advances and two (2) Business Days with respect to CORRA Advances and Term SOFR Advances, the Borrower may repay in minimum amounts of \$500,000 or US\$500,000, and in whole multiples of \$100,000 or US\$100,000, all or part of the principal amount of the Loan Obligations under any Revolving Facility Tranche or Term Facility Tranche, for the account of the applicable Revolving Facility Lenders or the Term Facility Lenders, as applicable, provided that in respect of any Term SOFR Advance, no repayment may be made on a day other than on the maturity date of

such Term SOFR Advance, save as permitted by the terms of Section 8.4, and in respect of a CORRA Advance, no repayment shall be made on a date other than a maturity date of such CORRA Advance, save as provided in Section 8.4, with, in each case, all interest accrued and unpaid on the amounts so prepaid. Any voluntary repayment or prepayment of the Loan Obligations under the Term Facility may be applied against the Loan Obligations under any Term Facility Tranche, at the Borrower's discretion, and will result in the Term Facility (and the applicable Term Facility Tranche(s)) being permanently reduced by an amount equal to such repayment or prepayment. If the Borrower has not elected to apply the amount of such prepayment to a particular Term Facility Tranche, then such prepayment (and reduction) shall be applied to each Term Facility Tranche on a pro rata basis. For greater certainty, it is understood and agreed that the foregoing minimum repayment amounts do not apply where the repayment relates to the repayment of the entire amount of an Advance outstanding.

In addition, the Borrower may, upon the same notice, cancel any portion of the Credit that has not been drawn by the Borrower. No Standby Fee shall be payable in respect of any portion of the Credit so cancelled as and from the effective date of its cancellation. The Borrower shall not be permitted to draw Advances in respect of any portion of the Credit so cancelled.

8.3 **Mandatory Repayment and Prepayment of the Loan Obligations under the Term Facility**

- 8.3.1 Within 15 days of the receipt by any member of the VL Group of any Net Equity Proceeds, the Borrower shall use 100% of such Net Equity Proceeds to make a mandatory prepayment of the Loan Obligations under the Term Facility outstanding at such time, provided, however, that no such prepayment shall be required if (i) such Net Equity Proceeds are used to finance an Acquisition or Investment permitted hereunder or another project approved by the Majority Lenders,
- (ii) such Net Equity Proceeds relate to a Back-to-Back Transaction, a Tax Benefit Transaction or a Spectrum Auction and Purchase process, or
- (iii) such Net Equity Proceeds relate to an equity issuance by a member of the VL Group to another member of the VL Group.
- 8.3.2 Within 15 days of the receipt by any member of the VL Group of any Net Debt Proceeds, the Borrower shall use 100% of such Net Debt Proceeds to make a mandatory prepayment of the Loan Obligations under the Term Facility outstanding at such time, provided, however, that no such prepayment shall be required if (i) such Net Debt Proceeds are used to finance an Acquisition or Investment permitted hereunder or another project approved by the Majority Lenders, or (ii) such Net Debt Proceeds relate to a Spectrum Auction and Purchase process.
- 8.3.3 If during any fiscal year of the Borrower the Net Disposition Proceeds received by members of the VL Group exceed in the aggregate
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\$250,000,000 (the “**Net Disposition Proceeds Limit**”) then, within 15 days of the receipt by a member of the VL Group of any Net Disposition Proceeds in excess of the Net Disposition Proceeds Limit during any such fiscal year, the Borrower shall make a mandatory prepayment of the Loan Obligations under the Term Facility outstanding at such time in an amount equal to 100% of such Net Disposition Proceeds in excess of the Net Disposition Proceeds Limit, provided, however, that no such prepayment shall be made if the Borrower notifies the Agent in writing, within 15 days of the receipt of such Net Disposition Proceeds, that the applicable member of the VL Group has reinvested (or has undertaken to reinvest) such Net Disposition Proceeds in the business or the assets of a member of the VL Group within 12 months of the receipt of such Net Disposition Proceeds and that such reinvestment is effectively made during such period;

- 8.3.4 Any prepayment of the Loan Obligations under the Term Facility pursuant to this Section 8.3 may be applied against the Loan Obligations under any Term Facility Tranche, at the Borrower’s discretion, and will result in the Term Facility (and the applicable Term Facility Tranche(s)) being permanently reduced by an amount equal to such prepayment. If the Borrower has not elected to apply the amount of such prepayment to a particular Term Facility Tranche, then such prepayment shall be applied to each Term Facility Tranche on a pro rata basis.

8.4 **Payment of Losses Resulting From a Prepayment**

If a prepayment in respect of a CORRA Advance or a Term SOFR Advance is made on a date other than its maturity date, contrary to the provisions of this Agreement, simultaneously with such prepayment the Borrower shall pay to the applicable Lenders the losses, costs and expenses suffered or incurred by such Lenders with respect to such prepayment, which are referred to in Section 7.4.

8.5 **Currency of Payments**

All payments, repayments and prepayments, as the case may be:

- 8.5.1 of principal of the Loan Obligations, or any part thereof, shall be made in the same currency as that in which they are outstanding;
 - 8.5.2 of interest, shall be made in the same currency as the principal amount outstanding to which they relate;
 - 8.5.3 of Fees, shall be made in Canadian Dollars or US Dollars, as applicable; and
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8.5.4 of the amounts referred to in Section 7.4, shall be made in the same currency as the losses, costs and expenses suffered or incurred by the Lenders.

8.6 Payments by the Borrower to the Agent

All payments to be made by the Borrower in connection with this Agreement shall be made in funds having same day value to the Agent, at the Agency Branch, or at any other office or account in Toronto or Montreal designated by the Agent. Any such payment shall be made on the date upon which such payment is due, in accordance with the terms hereof, no later than 12:00 p.m.

8.7 Payment on a Business Day

Each time a payment, repayment or prepayment is due on a day that is not a Business Day, it shall be made on the following Business Day, subject to Section 5.4 and 5.7 with respect to interest payments on Term SOFR Advances and CORRA Advances, respectively.

8.8 Payments by the Lenders to the Agent

Any amounts payable to the Agent by a Lender shall be paid in funds having same day value to the Agent by such Lender on a Business Day at the Agency Branch.

8.9 Payments by the Agent to the Borrower

Any payment received by the Agent for the account of the Borrower shall be paid in funds having same day value to the Borrower on the date of receipt, or if such date is not a Business Day, on the next Business Day, at the Branch.

8.10 Netting

On the date of any Advance or on a Rollover Date (a “**Transaction Date**”), the Agent shall be entitled to net amounts payable on such date by the Agent to a Lender against amounts payable in the same currency on such date by such Lender to the Agent, for the account of the Borrower. Similarly, on any Transaction Date, the Borrower hereby authorizes each Lender to net amounts payable in one currency on such date by such Lender to the Agent, for the account of the Borrower, against amounts payable in the same currency on such date by the Borrower to such Lender in accordance with the Agent’s calculations made in accordance with the provisions of this Agreement.

8.11 Application of Payments

8.11.1 Except as otherwise indicated herein, all payments made to the Agent by the Borrower for the account of the Revolving Facility Lenders or the Term Facility Lenders shall be distributed the same day by the Agent, in accordance with its normal practice, in funds having same day value, among the applicable Revolving Facility Lenders or the Term

Facility Lenders, as the case may be, to the accounts last designated in writing by each such Revolving Facility Lender or Term Facility Lender, as applicable, to the Agent, *pro rata* in accordance with their respective Rateable Share, and notice thereof shall be given to the Borrower by the Agent within a reasonable delay.

- 8.11.2 Except as otherwise indicated herein or as otherwise determined by the Revolving Facility Lenders or the Term Facility Lenders, as applicable, all payments made by the Borrower to the Agent on behalf of the Revolving Facility Lenders or the Term Facility Lenders shall be applied by the Revolving Facility Lenders or the Term Facility Lenders, as the case may be, as follows:
- (a) to the fees, costs, expenses and accessories contemplated by Article 7, Section 14.5 and Section 17.5 or by the other Credit Documents;
 - (b) to all amounts due under Article 5 hereunder;
 - (c) to the repayment of the principal amount of the Loan Obligations;
 - (d) to any other amounts due pursuant to this Agreement.

8.12 **No Set-Off or Counterclaim by Borrower**

All payments by the Borrower shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

8.13 **Debit Authorization**

The Agent is hereby authorized to debit the Borrower's and the Guarantors' account or accounts maintained from time to time at the Branch or elsewhere, and to set off and compensate against any and all accounts, credits and balances maintained at any time by the Borrower or the Guarantors for the amount of any interest or any other amounts due and owing hereunder from time to time payable by the Borrower, in order to obtain payment thereof.

9. **GUARANTEE**

9.1 **Guarantee by the Guarantors**

As general and continuing guarantee for the Guaranteed Obligations, the Borrower shall cause to be executed by each of the Guarantors an unconditional solidary (joint and several) Guarantee in favour of the Agent on behalf of the Lenders substantially in the form annexed as Schedule "D".

9.2 **Guarantors – Exception**

After the Closing Date, any member of the VL Group may create or acquire one or more Subsidiaries that are or are not wholly-owned by a member of the VL Group, including as a result of its participation in a joint venture with another Person. Such Subsidiary shall not be required to provide a Guarantee pursuant to section 9.1 at the time of its creation or Acquisition if (A) the absence of such Guarantee does not cause the Borrower to breach the provisions of Section 12.12 at the time of the creation or Acquisition or at any time thereafter, and shall not be considered a Guarantor. If such Subsidiary is wholly-owned, it will be a member of the VL Group. In addition, the Borrower may at any time request to the Agent that one or more of its Subsidiaries (each, a “**Released Guarantor**”) shall cease to be considered a Guarantor and that its Guarantee provided pursuant to section 9.1 be terminated if the following conditions are satisfied on the effective date on which such Released Guarantor shall so cease to be considered a Guarantor (the “**Release Date**”): (i) the release of the Released Guarantor as a Guarantor on the Release Date shall not cause the Borrower to breach the provisions of Section 12.12, (ii) no Default or Event of Default exists on the Release Date, and (iii) contemporaneously with the Release Date, all existing Guarantees granted by the Released Guarantor in respect of obligations of the Borrower under senior notes shall also be terminated substantially contemporaneously. In the event that a Released Guarantor ceases to be considered a Guarantor by satisfying all of the conditions of the previous sentence of this Section 9.2, the Guarantee given by it pursuant to section 9.1 shall be terminated by the Agent without any requirement to obtain the consent of the Lenders (and such Person shall thereafter cease to be considered a Guarantor).

9.3 **Release of the Existing Guarantors**

As requested by the Borrower in accordance with Section 9.2, effective as of the Closing Date, each of the Existing Guarantors is hereby released from all of its obligations and liabilities under the Existing Guarantee Agreement (which Existing Guarantee Agreement is hereby terminated) and shall cease to be considered a Guarantor for the purposes of this Agreement and the other Loan Documents. The Borrower hereby represents and warrants that (i) the Borrower will be in compliance with the provisions of Section 12.12 immediately after giving effect to the release of the Existing Guarantors contemplated in this Section 9.3 and (ii) contemporaneously with the Closing Date, all existing Guarantees granted by the Existing Guarantors in respect of obligations of the Borrower under senior notes will be terminated.

10. **CONDITIONS PRECEDENT**

10.1 **Conditions Precedent to the Amendment and Restatement**

Notwithstanding the execution of this Agreement by the parties hereto, the provisions hereof shall not come into force and the provisions of the Existing Credit Agreement shall continue to bind the parties hereto until such time as each of the following conditions precedent shall have been met to the satisfaction of the Lenders or, as the case may be,

waived by the Lenders (the date on which such conditions shall have been met to the satisfaction of the Lenders or, as the case may be, waived by the Lenders shall be referred to herein as the “**Closing Date**”):

- 10.1.1 this Agreement shall have been executed and delivered by all of the parties hereto;
 - 10.1.2 certified copies of all of the constating documents, borrowing by-laws and resolutions of the Borrower shall have been provided to the Agent;
 - 10.1.3 in respect of the Borrower, a certificate of good standing (including where appropriate, a *certificat d’attestation*) or the equivalent thereof from the jurisdiction of its incorporation or organization issued by the appropriate authorities in its jurisdiction of incorporation shall have been delivered to the Agent;
 - 10.1.4 the Borrower shall have paid to each of the Revolving Facility Lenders the fees payable under the fee letter dated as of the Closing Date entered into between the Borrower and the Agent, if any;
 - 10.1.5 the Borrower shall pay all fees and costs, including all legal fees associated with this Agreement incurred by the Agent as contemplated and restricted by the provisions of Section 12.13 of the Credit Agreement;
 - 10.1.6 the Borrower shall have delivered to the Agent a certificate of an officer of the Borrower attesting as to certain factual matters, including, without limitation, the matters set forth in paragraphs 10.1.10 to 10.1.11 below;
 - 10.1.7 the Agent shall have received satisfactory evidence that all existing Guarantees granted by the Existing Guarantors in respect of the obligations of the Borrower under senior notes issued by the Borrower will be terminated contemporaneously with the Closing Date, as required pursuant to Section 9.2;
 - 10.1.8 the Borrower shall have delivered to the Agent the favourable legal opinion(s) of the counsel to the Borrower, addressed to the Lenders, the Agent and its counsel, in form and substance acceptable to the Agent and its counsel, acting reasonably, including with regard to the enforceability of this Agreement;
 - 10.1.9 the Borrower shall have delivered to the Lenders all documentation and other information required by regulatory authorities under applicable “know your customer”, anti-money laundering rules and regulations and anti-corruption laws that has been reasonably requested by the Lenders;
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10.1.10 the representations and warranties in Article 11 of this Agreement shall be true and correct as of the date hereof; and

10.1.11 no Default or Event of Default shall have occurred and be continuing.

10.2 **Conditions Precedent to any Advance**

The obligation of the applicable Lenders to make any Advance under the Credit is conditional upon each of the following conditions having been satisfied:

10.2.1 the representations and warranties contained in this Agreement shall continue to be true and correct (except where stated to be made as at a particular date);

10.2.2 except in the case of Swing Line Advances, the Borrower shall have delivered to the Agent a completed Notice of Borrowing; and

10.2.3 no Default shall have occurred and be continuing and no Event of Default shall have occurred.

10.3 **Waiver of Conditions Precedent**

The conditions set out in Sections 10.1 and 10.2 are solely for the benefit of the Lenders, and may be waived by the Agent with the unanimous consent of the Lenders, without prejudice to the right of the Agent to assert any such condition in connection with any subsequently requested Advance.

11. REPRESENTATIONS AND WARRANTIES

For so long as the Loan Obligations remain outstanding and unpaid, or the Borrower is entitled to borrow hereunder (whether or not the conditions precedent to such borrowing have been or may be satisfied), the Borrower hereby represents and warrants to the Lenders that:

11.1 **Incorporation**

Each member of the VL Group is duly incorporated or organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of incorporation or organization and of all jurisdictions in which it carries on business or is otherwise required to be so qualified. Each member of the VL Group has the capacity and power, whether corporate or otherwise, to hold its assets and carry on the business presently carried on by it or which it proposes to carry on hereafter in each jurisdiction where such business is carried on.

11.2 **Authorization**

The Borrower and each Guarantor has the power and has taken all necessary steps under the Applicable Laws in order to be authorized to borrow hereunder, to provide the Guarantees under the Guarantee Agreements, as the case may be, and to execute and deliver

and perform its obligations under this Agreement and each of the other Credit Documents to which it is a party, as the case may be, in accordance with the terms and conditions thereof and to complete the transactions contemplated in the other Credit Documents and herein, as the case may be. This Agreement has been duly executed and delivered by duly authorized officers of the Borrower and is, and each of the Credit Documents to which the Borrower and each Guarantor is a party is, and when executed and delivered in accordance with the terms hereof, shall be, a legal, valid and binding obligation of the Borrower and each Guarantor, respectively, enforceable in accordance with its terms.

11.3 **Compliance with Applicable Law and Contracts**

The execution and delivery of and performance of the obligations under this Agreement and each of the other Credit Documents by the Borrower and each Guarantor, as the case may be, in accordance with their respective terms and the completion of the transactions contemplated therein and herein by the Borrower and each other member of the VL Group, as the case may be, do not require any consents or approvals, do not violate any Applicable Laws, do not conflict with, violate or constitute a breach under the documents of incorporation or organization or by-laws of any member of the VL Group or under any agreements, contracts or deeds to which any member of the VL Group is a party or binding upon it or its assets and do not result in or require the creation or imposition of any Charge whatsoever on the assets of any member of the VL Group, whether presently owned or hereafter acquired, save for the Permitted Charges.

11.4 **Core Business**

The VL Group operates businesses in the cable, telecommunications, media and entertainment industries, including on-line internet services, telephony, wireless communications, interactive technologies, the distribution of media content, and anything related or ancillary thereto including activities that are a reasonable evolution of, and consistent with, the foregoing.

11.5 **Financial Statements**

The financial statements provided from time to time hereunder are prepared in accordance with GAAP applied on a consistent basis throughout the periods specified (except as noted thereon) and are an accurate representation of the financial position of the Borrower on a consolidated basis as of the respective dates specified and the results of their operations and cash flows for the respective periods specified.

11.6 **Contingent Liabilities and Indebtedness**

Neither the Borrower nor any other member of the VL Group has (a) any material Contingent Obligations or contingent liabilities known to it which are not disclosed or referred to in the most recent financial statements delivered to the Agent in accordance with the provisions of Section 12.14 or otherwise disclosed to the Agent in writing, or (b) incurred any Indebtedness which is not disclosed in or reflected in such financial statements, or otherwise disclosed to the Agent in writing, other than Contingent Obligations, contingent liabilities or Indebtedness incurred in the ordinary course of business, and Debt permitted hereunder.

11.7 **Title to Assets**

Each member of the VL Group has good, valid and marketable title to all of its properties and assets, free and clear of any Charges other than Permitted Charges. Each member of the VL Group has rights sufficient for it to use all the Licences, licences, intellectual property and patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, industrial designs, technology and other similar intellectual property rights reasonably necessary for the conduct of its business. To the knowledge of the Borrower, neither it nor any member of the VL Group is infringing or is alleged to be infringing the intellectual property rights of any other Person, except where such infringement could not reasonably be expected to have a Material Adverse Effect.

11.8 **Litigation**

There are no actions, suits or legal proceedings instituted or pending or, to the knowledge of each member of the VL Group, threatened, against any of them or their property before any court or arbitrator or any governmental body or instituted by any governmental body which could reasonably be expected to have a Material Adverse Effect.

11.9 **Taxes**

Each member of the VL Group has filed within the prescribed delays all federal, provincial or other tax returns which it is required by Applicable Law to file and all Taxes levied with respect to each member of the VL Group have been paid when due, except to the extent that (a) payment thereof is being contested in good faith by such member of the VL Group in accordance with the appropriate procedures, for which adequate reserves have been established in the books of the relevant member of the VL Group, and (b) the outcome of such contestation would not reasonably be expected to have in a Material Adverse Effect.

11.10 **Insurance**

Each member of the VL Group has contracted for the insurance coverage described in Section 12.6.

11.11 **Material Adverse Effect**

As at the Closing Date, there does not exist and there has not occurred since December 31, 2024 any change (or any condition, event or development involving a prospective change) in the assets, properties, operations or condition, financial or otherwise, of any member of the VL Group, which would reasonably be expected to have a Material Adverse Effect.

11.12 **Regulatory Approvals**

No member of the VL Group is required to obtain any consent, approval, authorization, permit, Licence or licence from, nor to effect any filing or registration with, any federal, provincial or other regulatory authority in connection with the execution, delivery or performance, in accordance with their respective terms, of this Agreement or the other Credit Documents, any borrowings hereunder and the granting of the Guarantees provided under the Guarantee Agreements.

11.13 **Compliance with Applicable Law and Licences**

Each member of the VL Group is in full compliance with all requirements of Applicable Law and with all of the conditions attaching to its permits, authorizations, Licences, licences, certificates and approvals, including without limitation its articles of incorporation and by-laws, in each case except to the extent that failure to do so has not had, and would not reasonably be expected to have, a Material Adverse Effect.

11.14 **Pension and Employment Liabilities**

Except for a deficit not exceeding \$5,000,000 in respect of the pension plan for executives of the Borrower, no member of the VL Group has any unfunded pension liabilities (except for amounts that are not material to the Borrower on a consolidated basis and except for any such plan that does not need to be fully funded in accordance with Applicable Law), whether valued on a going concern or a wind-up basis, and all material obligations (including wages, salaries, commissions and vacation pay) to current employees and to former employees have been paid in full or duly provided for.

11.15 **Complete and Accurate Information**

All of the information, reports and other documents and all data (other than forecasts), as well as the amendments thereto, provided to the Agent by or on behalf of the VL Group were, at the time same were provided, and are at the date hereof, complete, true and accurate in all material respects. All forecasts provided to the Agent were prepared in good faith and all assumptions used therein were reasonable.

11.16 **Absence of Default**

There exists no Default or Event of Default hereunder.

11.17 **Agreements with Third Parties**

Each member of the VL Group is in compliance in all material respects with each and every one of its obligations under agreements with third parties to which it is a party or by which it is bound, the breach of which could reasonably be expected to have a Material Adverse Effect.

11.18 **Anti-Terrorism, Money Laundering Laws and Sanctions**

No member of the VL Group or any of its Subsidiaries is a Person or entity that is:

- 11.18.1 referred to in section 5 of the Proceeds of Crime Act, that is subject to the obligations applicable to such persons or entities under the Proceeds of Crime Act;
- 11.18.2 on the list of names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the Criminal Code (Canada), the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (RIUNRST) and the United Nations Al-Qaida and Taliban Regulations (UNAQTR) published by the Office of the Superintendent of Financial Institutions Canada; or
- 11.18.3 affiliated with a Person or entity listed above.

The Borrower and its Subsidiaries are not in violation of, in any material respect, any of the country or list based economic and trade sanctions administered and enforced by OFAC, or any Sanctions Laws. As of the Closing Date, none of the Borrower or any of its Subsidiaries is (i) a Sanctioned Person or (ii) a Person designated under Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 or other Sanctions Laws. If a senior officer of the Borrower or any of its Subsidiaries receives any written notice that the Borrower or any Subsidiary of the Borrower is named on the then current OFAC SDN List or is otherwise a Sanctioned Person (such occurrence, a “**Sanctions Event**”), the Borrower shall promptly (i) give written notice to the Agent and the Lenders of such Sanctions Event, and (ii) comply in all material respects with all Applicable Laws with respect to such Sanctions Event (regardless of whether the Sanctioned Person is located within the jurisdiction of the United States of America or Canada). Notwithstanding the foregoing, the representations given in this paragraph of Section 11.18 shall not be made by nor apply to any Person that qualifies as a corporation that is registered or incorporated under the laws of (y) Canada or any province thereof and that carries on business in whole or in part in Canada within the meaning of Section 2 of the Foreign Extraterritorial Measures (United States) Order, 1992 passed under the *Foreign Extraterritorial Measures Act* (Canada) insofar as such representations would result in a violation of or conflict with the *Foreign Extraterritorial Measures Act* (Canada) or (z) the laws of any other jurisdiction enacting any similar or equivalent such law insofar as such representations would result in a violation of or conflict with such law.

The Borrower will not use the proceeds of any Advance, directly or indirectly to fund or facilitate business or activities of any Sanctioned Person or in country, region or territory, that is at the time of such funding, subject of any Sanctions Laws, or in any other manner that would result in a violation of Sanctions.

11.19 **Environment**

- 11.19.1 There are no existing claims, demands, suits, proceedings or actions of any nature whatsoever, whether threatened or pending, arising out of the presence on any property owned or controlled by any member of the VL Group, either past or present, of any Hazardous Substances, or out of any past or present activity conducted on any property now owned by any member of the VL Group, whether or not conducted by any member of the VL Group, involving Hazardous Substances, which would reasonably be expected to have a Material Adverse Effect;
- 11.19.2 To the best of the knowledge of the Borrower, after due enquiry:
- (a) there is no Hazardous Substance existing on or under any property of any member of the VL Group which constitutes a material violation of any Environmental Law for which an owner, operator or person in control of a property may be held liable;
 - (b) the business of each member of the VL Group is being carried on so as to comply in all material respects with all Environmental Laws and all Applicable Laws concerning health and safety matters;
 - (c) no Hazardous Substance has been spilled or emitted into the environment contrary to Environmental Laws from any property owned, operated or controlled by any member of the VL Group for which such member of the VL Group could have any material liability;
 - (d) compliance by the members of the VL Group with all current Environmental Laws would not reasonably be expected to have a Material Adverse Effect;
 - (e) no member of the VL Group is in default in filing any report or information material to its business with any Governmental Authority as required pursuant to Environmental Laws; and
 - (f) each member of the VL Group has maintained, in all material respects, all material environmental and operating documents and records material to its business substantially in the manner required by all Environmental Laws.
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11.20 **Survival of Representations and Warranties**

All of the representations and warranties made hereunder are true and correct at the Closing Date, shall be true and correct at the date of any Advance hereunder (except where qualified in this Article 11 as being made as at a particular date), shall survive the execution and delivery of this Agreement, any investigation by or on behalf of the Lenders or the making of any Advance hereunder, and none of same are nor shall be waived, except in writing.

12. COVENANTS

For so long as the Loan Obligations remain outstanding and unpaid, or the Borrower is entitled to borrow hereunder (whether or not the conditions precedent to such borrowing have been or may be satisfied) and unless the Agent shall otherwise agree in writing upon obtaining the approval of the requisite majority of Lenders, the Borrower, for itself and each member of the VL Group and with respect to itself and each member of the VL Group, agrees as follows:

12.1 **Preservation of Juridical Personality**

It shall do or cause to be done all things necessary to preserve and maintain its corporate existence in full force and effect, except as permitted under Sections 13.1 and 13.3.

12.2 **Preservation of Licences**

It shall maintain in effect and obtain, where necessary, all such authorizations, approvals, Licences, licences or consents of such governmental agencies, whether federal, provincial or local, which may be or become necessary or required for each member of the VL Group (i) to carry on its businesses and (ii) to satisfy its obligations hereunder and under the other Credit Documents, provided that, in the case of (i), to the extent that failure to do so has not had, and would not reasonably be expected to have, a Material Adverse Effect.

12.3 **Compliance with Applicable Laws**

It shall conduct its business in a proper and efficient manner and shall keep or cause to be kept appropriate books and records of account, in compliance with the Applicable Law, and shall record or cause to be recorded faithfully and accurately all transactions with respect to its business in accordance with GAAP applied on a consistent basis, and shall comply with all requirements of Applicable Law and with all the conditions attaching to its permits, authorizations, Licences, licences, certificates and approvals, in each case except to the extent that failure to do so has not had, and would not reasonably be expected to have, a Material Adverse Effect.

12.4 **Maintenance of Assets**

It shall maintain or cause to be maintained in good operating condition all of its assets used or useful in the conduct of its business, as would a prudent owner of similar property, whether same are held under lease or under any agreement providing for the retention of ownership, and shall from time to time make or cause to be made thereto all necessary and appropriate repairs, renewals, replacements, additions, improvements and other works except as permitted under Section 13.3.

12.5 **Business**

It shall not substantially change the nature of its business activities from its Core Business.

12.6 **Insurance**

It shall maintain insurance coverage with responsible insurers, in amounts and against risks normally insured by owners of similar businesses or assets in areas which are generally similar to those in which the members of the VL Group are engaged. The insurance policies confirming the insurance required hereunder shall not contain any co-insurance provisions except to the extent such co-insurance provisions would normally appear in policies covering other Persons engaged in similar businesses and owning similar properties as the VL Group, and consistent with prudent business practices.

12.7 **Payment of Taxes and Duties**

It shall pay all Taxes which are imposed on it when due and payable, provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted, and (b) such reserves or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor, and (c) the outcome of such contestation would not reasonably be expected to have a Material Adverse Effect.

12.8 **Access and Inspection**

It shall allow the employees and representatives of the Agent, during normal business hours, to have access to and inspect the assets of the members of the VL Group, to inspect and take extracts from or copies of the books and records of the members of the VL Group and to discuss the business, assets, liabilities, financial position, operating results or business prospects of the members of the VL Group with the principal officers of the members of the VL Group and, after obtaining the approval of the Borrower which shall not be unreasonably withheld, with the auditors of the Borrower.

12.9 **Maintenance of Account**

It shall maintain operating accounts at the Branch or other branches of the Agent, as well as an account with the Swing Line Lender, at all times during the Term, if the Agent or the Swing Line Lender, as applicable, so requests. In addition, the Lenders shall have the right to provide all of the auxiliary non-credit banking services to the Borrower, at fees acceptable to the relevant Lender and the Borrower, acting reasonably.

12.10 **Performance of Obligations**

It shall perform all obligations in the ordinary course of business, except to the extent that the non-fulfilment of same would not reasonably be expected to have a Material Adverse Effect, and except where the same are being contested in good faith, if the outcome of such contestation would not reasonably be expected to have a Material Adverse Effect. Notwithstanding the foregoing contained in this Section 12.10, it shall punctually pay all amounts due or to become due under this Agreement.

12.11 **Maintenance of Ratios**

At the end of each quarter during the Term, on a rolling four-quarter basis, the Relevant Group shall maintain the following ratios:

12.11.1 **Leverage Ratio.** A Leverage Ratio not exceeding 4.5:1; provided that for a period not exceeding 12 consecutive months immediately following an Acquisition permitted hereunder in an amount of not less than \$100,000,000, such maximum Leverage Ratio shall be increased to, but shall not exceed, 4.75:1 (and further provided that in the event of a series of Acquisitions, the Leverage Ratio shall have reverted to 4.5:1 for at least one full quarter); and

12.11.2 **Interest Coverage Ratio.** An Interest Coverage Ratio of at least 2.25:1.

12.12 **Ownership by the Borrower and Guarantors**

At all times during the Term, the Borrower and the Guarantors shall collectively (a) own at least 80% of the consolidated assets of the Borrower (excluding Back-to-Back Securities), and (b) generate at least 80% of the consolidated EBITDA of the Borrower on a rolling four-quarter basis. All calculations made under this Section shall be consistent with those contained in the Borrower's consolidated financial statements.

12.13 **Payment of Legal Fees and Other Expenses**

Whether the transactions contemplated by this Agreement are concluded or not and whether or not any part of the Credit is actually advanced, in whole or in part, the Borrower shall pay all reasonable costs relating to the Credit, including in particular:

12.13.1 the reasonable legal fees and costs incurred by the Agent and the Lenders for the negotiation, drafting, signing, registration, publication and/or service of the commitment letter, this Agreement and the other Credit Documents, as well as any amendments, renunciations, consents or examinations pertaining to this Agreement and the other Credit Documents; and

12.13.2 the reasonable costs of syndicating and advertising, as well as all reasonable fees, including reasonable legal fees and costs, incurred by the Agent and the Lenders to preserve, enforce or exercise their respective rights hereunder or under the other Credit Documents following an action, a Default or an omission of the Borrower or of any other member of the VL Group.

All amounts due to the Agent and the Lenders pursuant hereto shall bear interest on the Prime Rate Basis from the date of their disbursement by the Lenders or from the date of their undertaking until the Borrower has repaid same in full, with interest on unpaid interest, as in the case of the Prime Rate Advances, taking into account such modifications as may be necessary. The obligations of the Borrower under this Section 12.13 shall subsist notwithstanding the full repayment of the Loan Obligations under the provisions hereof.

12.14 **Financial Reporting**

For so long as the Loan Obligations remain outstanding and unpaid, or the Borrower is entitled to borrow hereunder (whether or not the conditions precedent to such borrowing have been or may be satisfied) and unless the Lenders shall otherwise agree in writing, the Borrower agrees to provide or cause to be provided to the Agent, with sufficient copies for the Agent and each Lender, and so undertakes:

12.14.1 **Quarterly Statements**

Within 60 days after the end of each financial quarter of each financial year of the Borrower (other than the last quarter):

- (a) the unaudited consolidated balance sheet of the Borrower as at the end of such quarter and the related consolidated statements of earnings and cash flows, for the period then ended, in each case with comparative figures for the same period for the immediately preceding financial year and in respect of the preceding financial year end; and
 - (b) a Compliance Certificate of the Borrower signed by its chief financial officer, treasurer or another officer of the Borrower acceptable to the Agent, substantially in the form of Schedule “E” (a “**Compliance Certificate**”) and:
 - (i) setting forth the information necessary to determine whether the Borrower has complied with the covenants contained in Section 12.11;
 - (ii) (A) confirming that the percentage of the EBITDA on a rolling 4 quarter basis, assets (excluding Back-to-Back Securities) and Debt generated, held or owed by the VL Group, on an Adjusted Consolidated Basis, is not less than 85% of the consolidated EBITDA on a rolling 4 quarter basis, assets
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(excluding Back-to-Back Securities) and Debt of the Borrower, otherwise (B) providing the accurate percentage;

(iii) (A) confirming that the percentage of the EBITDA on a rolling 4 quarter basis and assets (excluding Back-to-Back Securities) generated or held by the Borrower and the Guarantors is not less than 85% of consolidated EBITDA on a rolling 4 quarter basis and assets (excluding Back-to-Back Securities) of the Borrower, otherwise (B) providing the percentage so as to confirm compliance with Section 12.12; and

(iv) certifying that the Borrower is in compliance with all terms and conditions of this Agreement and that no Default has occurred and is continuing or Event of Default has occurred or exists, or if a Default or an Event of Default has occurred, setting out the relevant particulars thereof, the period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto.

12.14.2 Annual Statements

- (a) Within 120 days following the end of each financial year of the Borrower, the audited consolidated balance sheet of the Borrower as at the end of such year and the related consolidated statements of earnings and cash flows for such financial year, together with comparative figures for the immediately preceding year, the whole as certified without qualification by the current auditors of the Borrower or otherwise by another reputable firm of independent chartered accountants acceptable to the Agent, and any audited statements of any Subsidiary of the Borrower that is not a member of the VL Group, if available; and
 - (b) Within 90 days following the end of each financial year of the Borrower,
 - (i) a Compliance Certificate as described in subsection 12.14.1(b); and
 - (ii) any information necessary to determine whether the Borrower has complied with Sections 12.11 and 12.12; provided that, to the extent that the percentage of the EBITDA on a rolling 4 quarter basis and assets (excluding Back-to-Back Securities) generated or held by the Borrower and the Guarantors is not less than 85% of the consolidated EBITDA on a rolling 4 quarter basis and assets (excluding Back-to-Back Securities) of the
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Borrower, such information shall only be provided at the reasonable request of the Agent.

Such Compliance Certificate and information shall be based on unaudited financial information, to be updated and replaced by a second Compliance Certificate to be provided along with the audited financial statements referred to in subsection 12.14.2(a).

12.14.3 Other Information

- (a) Within 120 days following the end of each financial year of the Borrower, the Annual Business Plan, which shall promptly be submitted to the Agent for the Lenders; and
- (b) From time to time and forthwith upon demand by the Agent, (i) such data, reports, statements, documents or other additional information pertaining to the business, assets, liabilities, financial position, operating results or business prospects of the VL Group and the Borrower's non-wholly-owned Subsidiaries (to the extent available and not subject to a confidentiality agreement, but excluding any such information which has not been provided to any partner of any such non-wholly-owned Subsidiary) as the Agent may request, acting reasonably, and (ii) information and documentation reasonably requested by the Agent or any Lender for the purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations.

12.15 Notice of Certain Events

The Borrower shall advise the Agent forthwith upon the occurrence of any of the following events:

- 12.15.1 The commencement of any proceeding or investigation by or before any governmental body and any action or proceeding before any court or arbitrator against any member of the VL Group, or any of its property, assets or activities which could reasonably be expected to have a Material Adverse Effect; and
- 12.15.2 Any Default or Event of Default, specifying in each case the relevant details and the action contemplated in this respect.

12.16 Accuracy of Reports

All information, reports, statements and other documents and data provided to the Agent or the Lenders, whether pursuant to this Article or any other provisions of this Agreement shall, at the time same shall be provided, be true, complete and accurate in all material respects to the extent necessary to provide the Lenders with a true and accurate understanding of their effect.

13. NEGATIVE COVENANTS

For so long as the Loan Obligations or any other amounts payable hereunder to the Lender remain outstanding and unpaid, or the Borrower is entitled to borrow hereunder (whether or not the conditions precedent to such borrowing have been or may be satisfied), the Borrower, for itself and each member of the VL Group and with respect to itself and each member of the VL Group, agrees that it shall not do any of the following:

13.1 Liquidation and Amalgamation

Liquidate or dissolve or take any steps to amalgamate, consolidate or effect any restructuring or corporate or capital reorganization, or change its head or registered office, except where (i) (a) the surviving entity of any such amalgamation or merger assumes all of the obligations hereunder and (b) the transaction in question is between a member of the VL Group and its wholly-owned Subsidiaries or is among wholly-owned Subsidiaries of the same member of the VL Group; or (ii) in all other cases, the transaction in question, in the sole opinion of the Lenders, acting reasonably, does not have a detrimental effect on the financial condition of the VL Group, taken as a whole, or on the position of the Lenders and their rights under the Credit Documents or otherwise. Notwithstanding the foregoing, no member of the VL Group may become a Subsidiary of a Person who is a non-resident of Canada within the meaning of the Income Tax Act (Canada), without the prior written consent of the Lenders.

13.2 Charges

Create, assume, enter into or permit to subsist, directly or indirectly, any Charge on the property of any member of the VL Group, other than Permitted Charges.

13.3 Asset Dispositions

The VL Group shall not permit an Asset Disposition of all or any part of their property or assets (whether presently held or subsequently acquired), unless no Default or Event of Default exists at the time of such Asset Disposition and the proposed Asset Disposition will not cause a Default or Event of Default.

13.4 Distributions

Neither the Borrower nor any of the Guarantors shall: (a) return any capital to its shareholders or purchase, redeem, repurchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its capital stock now or subsequently issued, or any other equity security issued by it of any nature (including warrants and options), (b) declare, pay or set aside for payment any dividend or distribution whatsoever in respect

of any share of the capital stock of the Borrower or any Guarantor, or (c) set aside any funds for any of the purposes described in paragraphs (a) or (b), unless (i) no Default or Event of Default exists at the time of the proposed distribution and (ii) the making and payment of such proposed distribution will not cause a Default or Event of Default.

13.5 **Restrictions on Subsidiaries**

Without the consent of the Majority Lenders, no member of the VL Group shall assume, enter into or otherwise become bound by any agreement or undertaking that would reasonably be expected to prevent such Person from declaring or paying dividends or inter-company payments or distributions of any kind to the Borrower, except as contained herein.

13.6 **Acquisitions**

Make any Acquisition, except that the members of the VL Group shall be permitted to make Acquisitions in the Core Business if: (i) no Default or Event of Default exists at the time of such Acquisition and (ii) the consummation of such Acquisition (including paying the purchase price thereof) does not cause a Default or an Event of Default.

13.7 **Limitation on Debt**

The Borrower shall not, and the Borrower shall not permit any of the members of the VL Group to, incur or assume any Debt except (i) Debt that is unsecured, and (ii) Debt incurred or assumed that is secured by Permitted Charges.

13.8 **Financial Assistance by the VL Group**

Make any loan or advance to any Person (other than another member of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12 immediately after such loan or advance), unless no Default or Event of Default exists at the time of such loan or advance and the proposed loan or advance will not cause a Default or an Event of Default. Notwithstanding the foregoing, the VL Group shall be entitled to provide financial assistance to their customers in the ordinary course of the Core Business by way of subsidizing consumer equipment purchases and leases and similar transactions.

13.9 **QMI Subordinated Debt**

Repay any QMI Subordinated Debt, or pay any interest due under any QMI Subordinated Debt, unless no Default or Event of Default exists at the time of such repayment or payment and such repayment or payment will not cause a Default or an Event of Default.

13.10 **Members of the VL Group, Related Party Transactions**

Permit any Change in Control. In addition, no transaction shall be entered into by any member of the VL Group with any Associate of any member of the VL Group except on fair market terms and conditions as would be contracted by Persons dealing at arms' length, provided that this last sentence shall not apply to Back-to-Back Transactions and Tax

Benefit Transactions; provided, however, for greater certainty, that to the extent payments made in connection with or in respect of the Back-to-Back Transactions are made to any Affiliates of the Borrower that are not members of the VL Group, all corresponding payments required to be paid by such Affiliates pursuant to the related Back-to-Back Securities are received, immediately prior to, concurrently with or immediately subsequent to any such payments, by all applicable members of the VL Group, and each such payment by a member of the VL Group shall be conditional upon receipt of an equal or greater amount from such non-member of the VL Group that is an Affiliate. Finally, payment of a management fee or other similar expense by the Borrower to its direct or indirect parent company shall be permitted for bona fide services (including reimbursement for expenses incurred in connection with, or allocation of corporate expenses in relation to, providing such services) provided to, and directly related to the operations of, the VL Group, in an aggregate annual amount not to exceed 2.5% of consolidated revenues (being gross revenues of the VL Group calculated in accordance with GAAP, less any amounts derived from Persons that are not members of the VL Group except to the extent of the actual amount of dividends or distributions actually paid to a member of the VL Group by such Person) in any twelve-month period.

13.11 **Derivative Instruments**

Enter into any Derivative Instruments other than for the purposes of hedging interest rate, commodity or foreign exchange exposure, and not for the purpose of speculation.

13.12 **Anti-Terrorism Laws**

No member of the VL Group or any of its Subsidiaries shall engage in or conspire to engage in any transaction that has the purpose of evading or avoiding or any provision of the Proceeds of Crime Act that is applicable to its activities. The Borrower shall deliver to the Agent and Lenders any certification or other evidence requested from time to time by the Agent or any Lender, in its discretion, confirming compliance with this Section by the VL Group and each of its Subsidiaries.

14. EVENTS OF DEFAULT AND REALIZATION

14.1 **Event of Default**

The occurrence of any of the following events shall constitute an Event of Default unless remedied within the prescribed delays or renounced to in writing:

- 14.1.1 If the Borrower fails to make any payment of principal or Fees with respect to the Loan Obligations when due, or fails to pay any interest due hereunder within 3 Business Days from its due date; or
- 14.1.2 If the Borrower fails to respect any of the financial tests set out in Section 12.11 or 12.12 hereof at any time; provided that in the case of a breach of Section 12.12, the Borrower shall have 15 days to cure the



Default as long as the Borrower and the Guarantors shall collectively (a) own at least 75% of the consolidated assets of the Borrower, and (b) generate at least 75% of the consolidated EBITDA of the Borrower on a rolling four-quarter basis. If the ownership or EBITDA generation level of the Borrower and the Guarantors is below 75%, no cure period shall apply;

- 14.1.3 If the Borrower or any Guarantor (other than an Immaterial Subsidiary) fails to respect any of its other obligations and undertakings hereunder or under the Credit Documents or another undertaking of the Borrower or any other Guarantor (other than an Immaterial Subsidiary) with respect to the Loan Obligations not otherwise contemplated by this Section 14.1 and has not remedied the Default within fifteen (15) days following the date on which the Agent has given written notice to the Borrower; or
- 14.1.4 If (a) the Borrower or any other member of the VL Group (other than an Immaterial Subsidiary) commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act, makes an assignment in favour of its creditors, consents to the filing of a petition for a receiving order against it, files a proposal within the meaning of the Bankruptcy and Insolvency Act, or makes a motion to a tribunal to name, or consents to, approves or accepts the appointment of a trustee, receiver, liquidator or sequestrator with respect to itself or its property, commences any other proceeding with respect to itself or its property under the provisions of any law contemplating reorganizations, proposals, rectifications, compromises or liquidations in connection with insolvent Persons, in any jurisdiction whatsoever; or (b) a trustee, receiver, liquidator or sequestrator is named with respect to any member of the VL Group (other than an Immaterial Subsidiary) or its property, or any member of the VL Group (other than an Immaterial Subsidiary) is judged insolvent or bankrupt; or (c) a proceeding seeking to name a trustee, receiver, liquidator or sequestrator, or to force any member of the VL Group (other than an Immaterial Subsidiary) into bankruptcy, is commenced against any member of the VL Group (other than an Immaterial Subsidiary) or a proceeding is commenced by any other Person against any member of the VL Group (other than an Immaterial Subsidiary) under the provisions of any law contemplating reorganisations, proposals, rectifications, arrangements, compromises or liquidations in connection with insolvent Persons and is not settled or withdrawn within a delay of 30 days; or
- 14.1.5 If any member of the VL Group is in default with respect to any Debt (other than amounts due to the Lenders hereunder) which has resulted in Debt in excess of an amount of \$75,000,000 becoming payable prior to its stated maturity or scheduled repayment date; or
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- 14.1.6 If one or more judgments is rendered by a competent tribunal against any member of the VL Group in an aggregate amount in excess of \$75,000,000 (net of applicable insurance coverage pursuant to which liability is acknowledged in writing by the insurer, with a copy promptly provided to the Agent on behalf of the Lenders) and remains undischarged or unsatisfied for a period ending on the earlier of (a) 25 days from such judgment, or (b) the 5th day prior to the date on which such judgment becomes executory; or
- 14.1.7 If property of any member of the VL Group having a total value in excess of \$75,000,000 is the object of one or more seizures or takings of possession or other legal proceedings by creditors, and is not released within 15 days in respect of movable property or 45 days in respect of immovable property, and in any event, not less than 10 days prior to the date fixed for any sale of such property; or
- 14.1.8 If any statement, attestation, financial statement, report, data, representation or warranty which was given by, for the account of or in the name of the Borrower or any other member of the VL Group (other than an Immaterial Subsidiary) to the Lenders, with respect to this Agreement or any other Credit Documents, is revealed at any time to be misleading or incorrect in any material respect when it was made, and if any event or circumstance which makes such statement, attestation, financial statement, report, data, representation or warranty misleading in any material respect is capable of being remedied, such action as may be required to remedy same shall not have been completed within 15 days of the earlier of (a) the Agent notifying the Borrower or, as the case may be, a Guarantor of such breach, or (b) the Borrower notifying the Agent of the Default in accordance with subsection 12.15.2; or
- 14.1.9 If a Change in Control occurs; or
- 14.1.10 If any Guarantee to be provided by any Guarantor (other than an Immaterial Subsidiary) hereunder (including the Guarantee Agreements) is or purports to be terminated by notice given under article 2362 of the Quebec Civil Code.

14.2 **Remedies**

If an Event of Default occurs under subsection 14.1.4, the Loan Obligations shall immediately become due and payable, without presentation, demand, protest or other notice of any nature, to which the Borrower hereby expressly renounces. If any other Event of Default occurs, the Agent may, at its option, and shall if required to do so by the Required Lenders-Acceleration, declare immediately due and payable, without presentation, demand, protest or other notice of any nature, to which the Borrower hereby expressly renounces, notwithstanding any provision to the contrary effect in this Agreement or in the other Credit Documents:

- 14.2.1 the entire amount of the Loan Obligations and the amount of the Derivative Obligations. The Borrower shall not have the right to invoke against the Lenders any defence or right of action, indemnification or compensation of any nature or kind whatsoever that the Borrower may at any time have or have had with respect to any holder of one or more of the Derivative Instruments; and
- 14.2.2 an amount equal to the amount of losses, costs and expenses assumed by the Lenders and referred to in Sections 7.2, 7.4 and 17.13; and

the Credit shall cease and as and from such time shall be cancelled, and the Lenders may exercise all of their rights and recourses under the provisions of this Agreement and of the other Credit Documents. For greater certainty, from and after the occurrence of any Default or Event of Default, the Lenders shall not be obliged to make any further Advances under the Credit.

14.3 **Bankruptcy and Insolvency**

If the Borrower files a notice of intention to file a proposal, or files a proposal under the Bankruptcy and Insolvency Act, or if the Borrower obtains the permission of the court to file a Plan of Arrangement under the Companies' Creditors Arrangements Act, and if a stay of proceedings is obtained or ordered under the provisions of either of those statutes, without prejudice to the Lenders' rights to contest such stay of proceedings, subject to Applicable Law, the Borrower covenants and agrees to continue to pay interest on all amounts due to the Lenders in accordance with the provisions hereof. In this regard, the Borrower acknowledges that permitting the Borrower to continue to use the proceeds of the Loan Obligations constitutes valuable consideration provided after the filing of any such proceeding in the same way that permitting the Borrower to use leased premises constitutes such valuable consideration.

14.4 **Notice**

Except where otherwise expressly provided herein, no notice or demand of any nature is required to be given to the Borrower by the Agent in order to put the Borrower in default, the latter being in default by the simple lapse of time granted to execute an obligation or by the simple occurrence of a Default.

14.5 **Costs**

If an Event of Default occurs, and within the limits contemplated by Section 12.13, the Agent may impute to the account of the Lenders and pay to other persons reasonable sums for services rendered with respect to the realization, recovery, sale, transfer, delivery and obtaining of payment with respect to any of the Credit Documents and may deduct the amount of such costs and payments from the proceeds which it receives therefrom.

14.6 **Relations with the Borrower**

The Agent may grant delays, take security or renounce thereto, accept compromises, grant acquittances and releases and otherwise negotiate with the Borrower as it deems advisable without in any way diminishing the liability of the Borrower or prejudicing the rights of the Lenders with respect to the Guarantees provided under the Guarantee Agreements.

15. **JUDGMENT CURRENCY**

15.1 **Rules of Conversion**

If for the purpose of obtaining judgment in any court or for any other purpose hereunder, it is necessary to convert an amount due, advanced or to be advanced hereunder from the currency in which it is due (the “**First Currency**”) into another currency (the “**Second Currency**”) the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Agent could purchase, in the Canadian money market or the Canadian exchange market, as the case may be, the First Currency with the Second Currency on the date on which the judgment is rendered, the sum is payable or advanced or to be advanced, as the case may be. The Borrower agrees that its obligations in respect of any First Currency due from it to the Lenders in accordance with the provisions hereof shall, notwithstanding any judgment rendered or payment made in the Second Currency, be discharged by a payment made to the Agent on account thereof in the Second Currency only to the extent that, on the Business Day following receipt of such payment in the Second Currency, the Agent may, in accordance with normal banking procedures, purchase on the Canadian money market or the Canadian foreign exchange market, as the case may be, the First Currency with the amount of the Second Currency so paid or which a judgment rendered payable (the rate applicable to such purchase being in this Section called the “**FX Rate**”); and if the amount of the First Currency which may be so purchased is less than the amount originally due in the First Currency, the Borrower agrees as a separate and independent obligation and notwithstanding any such payment or judgment to indemnify the Lenders against such deficiency.

15.2 **Determination of an Equivalent Currency**

If, in their discretion, the Lenders or the Agent choose or, pursuant to the terms of this Agreement, are obliged to choose the equivalent in Canadian Dollars of any securities or amounts expressed in US Dollars or the equivalent in US Dollars of any securities or amounts expressed in Canadian Dollars, the Agent in accordance with the conversion rules as stipulated in Section 15.1

15.2.1 on the date indicated in the Notice of Borrowing as the date of a request for an Advance; and

15.2.2 at any other time which in the opinion of the Lenders is desirable;

may, using the FX Rate, at such time on such date, determine the equivalent in Canadian Dollars or in US Dollars, as the case may be (the “**Equivalent Amount**”), of any security or amount expressed in the other currency pursuant to the terms hereof. Immediately following such determination, the Agent shall inform the Borrower of the conclusion which the Lenders have reached.

16. ASSIGNMENT**16.1 Assignment by the Borrower**

The rights of the Borrower under the provisions hereof are purely personal and may not be transferred or assigned, and the Borrower may not transfer or assign any of its obligations, such assignment being null and of no effect opposite the Lenders and rendering any balance outstanding of the amounts referred to in Section 14.2 immediately due and payable at the option of the Lenders and further releasing the Lenders from any obligation to make any further Advances under the provisions hereof.

16.2 Assignments and Transfers by the Lenders

- 16.2.1 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 subsection 16.2.2, or (ii) by way of a sale of a participation in accordance with the provisions of Section 16.5 (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 16.5 and, to the extent expressly contemplated hereby, the Related Parties of each of the Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- 16.2.2 Each Lender may assign or transfer to an Eligible Assignee in accordance with this Article 16 up to 100% of its rights, benefits and obligations hereunder; provided that:
- (a) except (i) if an Event of Default has occurred and has not been waived, or (ii) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loan Obligations at the time owing to it, or (iii) in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Loan Obligations outstanding thereunder) or, if the
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applicable Commitment is not then in effect, the principal outstanding balance of the Loan Obligations of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Facility or the Term Facility, unless each of the Agent and, so long as no Event of Default has occurred and has not been waived, the Borrower, otherwise consent to a lower amount (each such consent not to be unreasonably withheld or delayed);

- (b) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Loan Obligations or the Commitment assigned, except that this paragraph (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non pro rata basis;
- (c) any assignment of a Commitment under the Revolving Facility Tranche A must be approved by the Issuing Lender and the Swing Line Lender;
- (d) any assignment must be approved by the Agent (such approval not to be unreasonably withheld or delayed).
- (e) any assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed if the Eligible Assignee is funding its Commitment out of the United States of America or Canada, but may be withheld in the Borrower’s discretion if the Commitments are being funded from elsewhere) unless (i) the proposed Assignee is itself already a Lender with the same type of Commitment or (ii) a Default has occurred and is continuing or (iii) an Event of Default has occurred and not been waived; and
- (f) the parties to each Assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement, together with a processing and recordation fee in an amount of \$3,500, and the Eligible Assignee, if it is not a Lender, shall deliver to the Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Agent pursuant to Section 16.3, from and after the effective date specified in each Assignment and Assumption, the Eligible

Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Article 7 and Section 17.13 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 16.5. Any payment by an Assignee to an assigning Lender in connection with an Assignment shall not be or be deemed to be a repayment by the Borrower or a new Advance to the Borrower.

16.3 **Register**

The Agent shall maintain at one of its offices in Toronto, Ontario or Montreal, Quebec, a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loan Obligations 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 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.

16.4 **Electronic Execution of Assignments**

The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the *Electronic Documents (Banks and Bank Holding Companies) Regulations* under the *Bank Act* (Canada), Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), *An Act to Establish a Legal Framework for Information Technology* (Quebec), the *Electronic Commerce Act, 2000* (Ontario) 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.

16.5 Participations

Any Lender may at any time, without the consent of, or notice to, the Borrower or the Agent, sell participations to any Person (other than a natural person, a member of the VL Group or any Affiliate of a member of the VL Group) (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 Loan Obligations 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 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 Advance to the Borrower.

Subject to Section 16.6, the Borrower agrees that each Participant shall be entitled to the benefits of Article 7 to the same extent as if it were a Lender and had acquired its interest by Assignment pursuant to subsection 16.2.2. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 8.12 as though it were a Lender, provided such Participant agrees to be subject to Section 18.8 as though it were a Lender.

16.6 Limitations Upon Participant Rights

A Participant shall not be entitled to receive any greater payment under Sections 7.2 and 7.3 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower’s prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 7.3 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with subsection 7.3.5 as though it were a Lender.

16.7 Certain Pledges and Special Provisions

16.7.1 General. Any Lender may, at any time, pledge, hypothecate or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, but no such pledge, hypothec or security interest shall release such Lender from any of its obligations hereunder or substitute any such pledgee or security holder for such Lender as a party hereto.

16.7.2 Federal Reserve Bank. Notwithstanding any provision of this Agreement to the contrary, any Lender governed by the Applicable Law of the United States of America may at any time assign all or a portion of its rights under this Agreement and all other documents ancillary hereto (including the other Loan Documents) to a Federal Reserve Bank in order to secure its obligations to such Federal Reserve Bank. No such assignment shall relieve the assigning Lender from its obligations under this Agreement or such other documents.

16.7.3 Promissory Notes. Upon the request of any Lender, the Borrower will execute and deliver one or more promissory notes in form and substance acceptable to such Lender, acting reasonably, evidencing the Commitment under this Agreement and any Loan Obligations hereunder.

17. **MISCELLANEOUS**

17.1 Notices

Except where otherwise specified herein, all notices, requests, demands or other communications between the parties hereto shall be in writing and shall be deemed to have been duly given or made to the party to whom such notice, request, demand or other communication is given or permitted to be given or made hereunder, when delivered to the party (by certified mail, postage prepaid, or by facsimile or by physical delivery) to the address of such party and to the attention indicated under the signature of such party or to any other address which the parties hereto may subsequently communicate to each other in writing. Notwithstanding the foregoing, any notice shall be deemed to have been received by the party to whom it is addressed (a) upon receipt if sent by mail and (b) if telecopied before 3:00 p.m. on a Business Day, on that day and if telecopied after 3:00 p.m. on a Business Day, on the Business Day next following the date of transmission. If normal postal or telecopier service is interrupted by strike, work slow-down, fortuitous event or other cause, the party sending the notice shall use such services which have not been interrupted or shall deliver such notice by messenger in order to ensure its prompt receipt by the other party.

17.2 Amendment and Waiver

The rights and recourses of the Lenders under this Agreement and the other Credit Documents are cumulative and do not exclude any other rights and recourses which the Lenders might have, and no omission or delay on the part of the Lenders in the exercise of any right shall have the effect of operating as a waiver of such right, and the partial or sole exercise of a right or power will not prevent the Lenders from exercising thereafter any other right or power. The provisions of this Agreement may only be amended or waived by an instrument in writing (and not orally) in each case signed by the Agent with the approval of the requisite majority of Lenders.

17.3 Determinations Final

In the absence of any manifest error, any determinations to be made by the Lenders in accordance with the provisions hereof, when made, are final and irrevocable for all parties.

17.4 Entire Agreement

The entire agreement between the parties is expressed herein, and no variation or modification of its terms shall be valid unless expressed in writing and signed by the parties. All previous agreements, promises, proposals, representations, understandings and negotiations between the parties hereto which relate in any way to the subject matter of this Agreement are hereby deemed to be null.

17.5 **Indemnification and Compensation**

In addition to the other rights now or hereafter conferred by law and those described in Section 8.13, and without limiting such rights, if a Default or Event of Default should occur, each Lender and the Agent is hereby authorized by the Borrower, at any time and from time to time, subject to the obligation to give notice to the Borrower subsequently and within a reasonable delay, to indemnify, compensate, use and allocate any deposit (general or special, term or demand, including, without limitation, any debt evidenced by certificates of deposit, whether or not matured) and any other debt at any time held or due by the Lenders to the Borrower or to its credit or its account, with respect to and on account of any obligation and indebtedness of the Borrower to the Lenders in accordance with the provisions hereof or the other Credit Documents, including, without limitation, the accounts of any nature or kind which flow from or relate to this Agreement or the other Credit Documents, whether or not the Agent has made demand under the terms hereof or has declared the amounts referred to in Section 14.2 as payable in accordance with the provisions of that Section and even if such obligation and Debt or either of them is a future or unmatured Debt.

17.6 **Benefit of Agreement**

This Agreement shall be binding upon and enure to the benefit of each party hereto and its successors and permitted assigns.

17.7 **Counterparts**

This Agreement may be signed in any number of counterparts, each of which shall be deemed to constitute an original, but all of the separate counterparts shall constitute one single document.

17.8 **Applicable Law**

This Agreement, its interpretation and its application shall be governed by the Applicable Law of the Province of Quebec and the Applicable Law of Canada applicable therein.

17.9 **Severability**

Each provision of this Agreement is separate and distinct from the others, such that any decision of a court or tribunal to the effect that any provision of this Agreement is null or unenforceable shall in no way affect the validity of the other provisions of this Agreement or the enforceability thereof. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Borrower hereby waives any provision of any Applicable Laws which renders any provision hereof prohibited or unenforceable in any respect.

17.10 **Further Assurances**

The Borrower covenants and agrees on its own behalf and on behalf of each member of the VL Group that, at the request of the Agent, the Borrower and each other member of the VL Group will at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Agent in its absolute discretion requires in order to evidence the indebtedness of the Borrower under this Agreement or otherwise, including under any Derivative Instruments.

17.11 **Good Faith and Fair Consideration**

Each party hereto acknowledges and declares that it has entered into this Agreement freely and of its own will. In particular, each party hereto acknowledges that this Agreement was freely negotiated by the Borrower and the Lenders in good faith, that this Agreement does not constitute a contract of adhesion, that there was no exploitation of the Borrower by the Lenders, and that there is no serious disproportion between the consideration provided by the Lenders and that provided by the Borrower.

17.12 **Responsibility of the Lenders**

Each Lender shall be solely responsible for the performance of its own obligations hereunder. Accordingly, no Lender is in any way jointly and severally or solidarily responsible for the performance of the obligations of any other Lender.

17.13 **Indemnity**

The Borrower agrees to indemnify and defend each of the Agent, each Lender, and their respective directors, officers, agents and employees from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses of any kind which at any time or from time to time may be asserted against or incurred or paid by any of them for or in connection with, arising directly or indirectly from or relating to: (i) the participation of the Agent or of any of the Lenders in the transactions contemplated by this Agreement, (ii) any Advance or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Lender to honour a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) the role of the Agent or the Lenders in any investigation, litigation or other proceeding brought or threatened relating to the Credit, (iv) the presence on or under or the release or migration from any property or into the environment of any hazardous material, and/or (v) the compliance with or enforcement of any of their rights or obligations hereunder, including without limitation:

- 17.13.1 the fees and disbursements of counsel;
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17.13.2 the costs of defending, counterclaiming or claiming over against third parties in respect of any action or matter and any cost, liability or damage arising out of any settlement; and

17.13.3 other than losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or wilful misconduct of the indemnified party, as determined by a final judgment of a court of competent jurisdiction.

17.14 **Language**

The parties acknowledge that they have required that the present agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.

17.15 **Anti-Terrorism Legislation**

Each Lender hereby notifies the Borrower and each member of the VL Group that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001, with respect to the USA) and the Proceeds of Crime Act (with respect to Canada) (in this Section, the “Acts”), it is required to obtain, verify and record information that identifies the Borrower and the other members of the VL Group, which information includes the names and addresses of the Borrower and the other members of the VL Group and other information that will allow such Lender to identify the Borrower and the other members of the VL Group in accordance with the Acts.

17.16 **Electronic Signatures.**

The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby 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 by Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada) 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.

17.17 **Acknowledgement Regarding Any Supported QFCs.**

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Derivative Instrument or any other agreement or instrument that is a QFC (such support, “**QFC Credit Support**”, and each such QFC, a “**Supported QFC**”), the parties

acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

17.17.1 In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support; and

17.17.2 As used in this Section 17.17, the following terms have the following meanings:

“**BHC Act Affiliate**” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party;

“**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

“**QFC**” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

17.18 **Re-Establishment of Rateable Shares**

17.18.1 As of the Closing Date, the parties hereto acknowledge and agree that the amount of the Commitment of each Lender under each Revolving Facility Tranche and Term Facility Tranche shall be as set forth beside its name in Schedule “A” hereto (under the heading “**Commitment**”) of this Agreement and the Rateable Share of each Lender in each Revolving Facility Tranche and Term Facility Tranche shall be established in accordance with this Agreement, it being expressly understood and agreed that any re-establishment of the Rateable Share of the Lenders in the Revolving Facility and Term Facility and any redistribution that may result therefrom shall be deemed to have been made in accordance with the provisions of Section 16.2. The Revolving Facility Lenders, through the Agent, shall settle among themselves and pay to each other, as required, the appropriate amount resulting from such re-establishment of the Rateable Shares in the Revolving Facility Tranches, if any.

17.18.2 Notwithstanding Section 17.18.1, the Revolving Facility Lenders hereby agree that each Lender’s existing pro rata share of the Term SOFR Advances and CORRA Advances outstanding under the Existing Credit Agreement that mature after the Closing Date (collectively, the “**Existing SOFR/CORRA Advances**”) will remain unchanged until the maturity date thereof. On each maturity date of the Existing SOFR/CORRA Advances, the Agent shall re-establish the pro rata share of all Revolving Facility Lenders and, to the extent not repaid by the Borrower, shall redistribute such Existing SOFR/CORRA Advances amongst the Revolving Facility Lenders under the Revolving Facility Tranche(s) under which Existing SOFR/CORRA Advances are outstanding on a pro rata basis based on their respective Rateable Share under such Revolving Facility Tranche(s), all of which shall be deemed to have been made without novation. The Revolving Facility Lenders, through the Agent, shall settle among themselves and pay to each other, as required, the appropriate amount resulting from such re-establishment of the pro rata share of the Revolving Facility Lenders.

18. THE AGENT AND THE LENDERS**18.1 Authorization of Agent**

18.1.1 Each Lender hereby irrevocably appoints and authorizes the Agent to act for all purposes as its agent hereunder and under the other Credit Documents with such powers as are expressly delegated to the Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto and undertakes not to take any action on its own. Notwithstanding the provisions of the *Civil Code of Quebec* relating to contracts generally and to mandate, the Agent shall have no duties or responsibilities except those expressly set forth in this Agreement. As to any matters not expressly provided for by this Agreement, the Agent shall act hereunder or in connection herewith in accordance with the instructions of the Lenders in accordance with the provisions of this Article 18, but, in the absence of any such instructions, the Agent may (but shall not be obliged to) act as it shall deem fit in the best interests of the Lenders, and any such instructions and any action taken by the Agent in accordance herewith shall be binding upon each Lender. The Agent shall not, by reason of this Agreement, be deemed to be a trustee for the benefit of any Lender, the Borrower or any other Person. Neither the Agent nor any of its directors, officers, employees or agents shall be responsible to the Lenders for any recitals, statements, representations or warranties contained in this Agreement or in any certificate or other document referred to, or provided for in, or received by any of them under, this Agreement, for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, or any other document referred to or provided for herein or any collateral provided for hereby or for any failure by the Borrower to perform its obligations hereunder. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. Neither the Agent nor any of its directors, officers, employees or agents shall be responsible for any action taken or omitted to be taken by it or them under or in connection herewith, except for its or their own gross negligence or wilful misconduct.

18.2 Agent's Responsibility

18.2.1 The Agent shall be entitled to rely upon any certificate, notice or other document (including any cable, telegram or teletype) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper person or persons, and upon advice and statements of legal advisers, independent accountants and other experts selected by the Agent. The Agent may deem and treat each Lender as the holder of the Commitment in the Loan Obligations made by such Lender for all purposes hereof unless and until an Assignment has been completed in accordance with Section 16.2.

- 18.2.2 The Agent shall not be deemed to have knowledge of the occurrence of a Default or Event of Default unless the Agent has received notice from a Lender or the Borrower describing such a Default or Event of Default and stating that such notice is a “Notice of Default”. In the event that the Agent receives such a notice of the occurrence of a Default or Event of Default or otherwise becomes aware that a Default or Event of Default has occurred, the Agent shall promptly give notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Lenders in accordance with the provisions of this Article 18 provided that, unless and until the Agent shall have received such directions, the Agent may (but shall not be obliged to) take such action, or refrain from taking such action, with respect to such a Default or Event of Default as it shall deem advisable in the best interest of the Lenders.
- 18.2.3 The Agent shall have no responsibility, (a) to the Borrower on account of the failure of any Lender to perform its obligations hereunder, or (b) to any Lender on account of the failure of the Borrower to perform its obligations hereunder.
- 18.2.4 Each Lender severally represents and warrants to the Agent that it has made its own independent investigation of the financial condition and affairs of the Borrower in connection with the making and continuation of its Commitment in the Loan Obligations hereunder and has not relied on any information provided to such Lender by the Agent in connection herewith, and each Lender represents and warrants to the Agent that it shall continue to make its own independent appraisal of the creditworthiness of the Borrower while the Loan Obligations are outstanding or the Lenders have any obligations hereunder.

18.3 **Rights of Agent as Lender**

With respect to its Commitment in the Loan Obligations, the Agent in its capacity as a Lender shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not acting as the Agent and the term “Lender” shall, unless the context otherwise indicates, include the Agent in its capacity as a Lender. The Agent may (without having to account therefor to any Lender) accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower as if it were not acting as the Agent and may accept fees and other consideration from the Borrower for customary services in connection with this Agreement and the Loan Obligations and otherwise without having to account for the same to the Lenders.

18.4 **Indemnity**

Each Lender agrees to indemnify the Agent, to the extent not otherwise reimbursed by the Borrower, rateably in accordance with its respective Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against, the Agent in any way relating to or arising out of this Agreement, the other Credit Documents or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding, unless a Default or Event of Default is apprehended or has occurred and is continuing, normal administrative costs and expenses incidental to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or of any such other documents, provided that no Lender shall be liable for any of the foregoing to the extent they arise from the Agent's gross negligence or wilful misconduct.

18.5 **Notice by Agent to Lenders**

As soon as practicable after its receipt thereof, the Agent will forward to each Lender a copy of each report, notice or other document required by this Agreement to be delivered to the Agent for such Lender.

18.6 **Protection of Agent**

- 18.6.1 The Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of this Agreement or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrower. Except (in the case of the Agent) for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall have no duty or responsibility to provide any Lender with any credit or other information concerning the affairs or financial condition of the Borrower which may come to the attention of the Agent, except where provided to the Agent for the Lenders, provided that such information does not confer any advantage to the Agent as a Lender over the other Lenders. Nothing in this Agreement shall oblige the Agent to disclose any information relating to the Borrower if such disclosure would or might, in the opinion of the Agent, constitute a breach of any Applicable Laws or duty of secrecy or confidence.
- 18.6.2 Unless the Agent shall have been notified in writing or by telegraph or telecopier by any Lender prior to the date of an Advance requested hereunder that such Lender does not intend to make available to the Agent such Lender's proportionate share of such Advance, based on its Commitment, the Agent may assume that such Lender has made such Lender's Commitment in such Advance available to the Agent on the date of such Advance and the Agent may, in reliance upon such
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assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Agent by such Lender, the Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Agent as being its cost of funds in the circumstances) on demand from such Lender or, if such Lender fails to reimburse the Agent for such amount on demand, from the Borrower.

- 18.6.3 Unless the Agent shall have been notified in writing or by telegraph or telecopier by the Borrower prior to the date on which any payment is due hereunder that the Borrower does not intend to make such payment, the Agent may assume that the Borrower has made such payment when due and the Agent may, in reliance upon such assumption, make available to each Lender on such payment date an amount equal to such Lender's *pro rata* share of such assumed payment. If it is established that the Borrower has not in fact made such payment to the Agent, each Lender shall forthwith on demand repay to the Agent the amount made available to such Lender (together with interest at the rate determined by the Agent as being its cost of funds in the circumstances).

18.7 **Notice by Lenders to Agent**

Each Lender shall endeavour to use its best efforts to notify the Agent of the occurrence of any Default or Event of Default forthwith upon becoming aware of such event, but no Lender shall be liable if it fails to give such notice to the Agent.

18.8 **Sharing Among the Lenders**

Each Revolving Facility Lender, each Term Facility Lender and each Lender under a New Facility agrees as amongst themselves that except as otherwise provided for by the provisions of this Agreement, all amounts received by the Agent, in its capacity as agent of the Revolving Facility Lenders, the Term Facility Lenders or the Lenders under any New Facility pursuant to this Agreement or any other document contemplated hereby (whether received by voluntary payment, by the exercise of the right of set-off or compensation or by counterclaim, cross-claim, separate action or as proceeds of realization of any security, other than agency fees), and all amounts received by any such Lender in relation to this Agreement, in each case following a Default (which is not remedied subsequent to such receipt) or an Event of Default (which is not waived subsequent to such receipt), shall be shared by each such Lender *pro rata*, in accordance with its respective Rateable Share, and each such Lender undertakes to do all such things as may be reasonably required to give full effect to this Section 18.8. If any amount which is so shared is later recovered from the Lender who originally received it, each other Revolving Facility Lender, each Term Facility Lender or each Lender under any New Facility shall restore its proportionate share of such amount to such Lender, without interest.

As a necessary consequence of the foregoing, if the amounts realized by the Agents are not sufficient to repay the aggregate amount of the Guaranteed Obligations, each Revolving Facility Lender, Term Facility Lender and Lender under any New Facility shall share, in a percentage equal to its Rateable Share, any losses incurred as a result of any Default or Event of Default by the Borrower, and shall pay to the Agent, within two (2) Business Days following a request by the Agent, any amount required to ensure that such Lender bears its pro rata share of such losses, if any, and, for greater certainty, amounts forming part of the Swing Line Loan (which forms part of the Revolving Facility Tranche A).

Such obligations to share losses shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (1) any set-off, compensation, counterclaim, recoupment, defence or other right which such Lender may have against the Agents, the Borrower or any other Person for any reason whatsoever; (2) the occurrence or continuance of any Default or Event of Default; (3) any adverse change in the condition (financial or otherwise) of the Borrower or any other Person; (4) any breach of this Agreement by the Borrower or any other Person; or (5) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. If any Lender does not make available the amount required hereunder, the Agent shall be entitled to recover such amount on demand from such Lender, together with interest thereon at the Prime Rate from the date of non-payment until such amount is paid in full.

If any Revolving Facility Lender, Term Facility Lender or any Lender under a New Facility is owed money by the Borrower on account of Derivative Obligations, the claim of such Lender shall rank *pari passu* with the other amounts comprising the Guaranteed Obligations.

18.9 Derivative Obligations

18.9.1 The Derivative Obligations shall be guaranteed by the Guarantee Agreements provided that the related Derivative Instruments:

- (a) are governed by an ISDA Master Agreement or other form of agreement generally accepted in the relevant market;
- (b) provide that bankruptcy or insolvency constitutes an event of default thereunder; and
- (c) provide that for the purposes of Section 6(e) of the 1992 ISDA Master Agreement or the 2002 ISDA Master Agreement, the methods of calculation set out in the definition of “Hedging Exposure” shall apply.

18.9.2 Notwithstanding the rights of the Revolving Facility Lenders, the Term Facility Lenders and Lenders under New Facilities to benefit from the Guarantee Agreements in respect of Derivative Obligations, all decisions concerning the Guarantee Agreements and the enforcement

thereof shall be made by the Lenders, the Majority Lenders or the Required Lenders-Acceleration, as the case may be, in accordance with the provisions of this Agreement, excluding the amount owed to any Lender in respect of Derivative Obligations. No Lender holding Derivative Obligations from time to time shall have any additional right to influence the Guarantee Agreements or the enforcement thereof as a result of holding Derivative Obligations as long as this Agreement remains in force. No such Lender shall be able to enforce the Guarantee Agreements unless the Lenders are at the same time enforcing the Guarantee Agreements for the Loan Obligations. However, the Derivative Obligations shall continue to be supported by the Guarantee Agreements notwithstanding the termination of this Agreement by reason of payment in full and termination of the Credit, or for any other reason, and all Derivative Obligations owed to any Revolving Facility Lender, Term Facility Lender or Lender under a New Facility (or to a Person that was a Revolving Facility Lender, Term Facility Lender or Lender under a New Facility at the time the Derivative Obligation in question was contracted) shall continue to be supported by the Guarantee Agreements after such Lender ceases to be an Agent or a Lender or to have an Affiliate which is an Agent or a Lender. After the termination of this Agreement, each holder of Derivative Obligations shall be entitled, in its sole discretion, to make decisions concerning the Guarantees provided under the Guarantee Agreements.

- 18.9.3 Each Lender shall confirm to the Agent the details of each Derivative Instrument executed by it by or for the benefit of the Borrower, including the Hedging Exposure thereunder, within a reasonable period following request by the Agent, if any such request is made.
- 18.9.4 Each Lender shall confirm to the Agent and to the Borrower, upon request, quarterly on or about the last day of each financial quarter of each financial year of the Borrower, the Hedging Exposure under Derivative Instruments to which it is a party, calculated on a net as well as on a gross basis where several Derivative Instruments are governed by the same Master Agreement. The Agent shall then confirm to each Lender the total amount of the Hedging Exposure under Derivative Obligations with each Lender.

18.10 **Procedure with respect to Advances**

Subject to the provisions of this Agreement, upon receipt of a Notice of Borrowing from the Borrower, the Agent shall, without delay, advise each Lender with a Commitment under the Facility pursuant to which such Notice of Borrowing is issued of the receipt of such notice, of the date of such Advance, of its proportionate share of the amount of each Advance and of the relevant details of the Agent's account(s). Each Lender under such Facility (or the applicable tranche thereof, as applicable) shall disburse its proportionate

share of each Advance, taking into account its Commitment, and shall make it available to the Agent (no later than 10:00 A.M.) on the date of the Advance fixed by the Borrower, by depositing its proportionate share of the Advance in the Agent's account in Canadian Dollars or US Dollars, as the case may be. Once the Borrower has fulfilled the conditions stipulated in this Agreement, the Agent will make such amounts available to the Borrower on the date of the Advance, at the Branch, and, in the absence of other arrangements made in writing between the Agent and the Borrower, by transferring or causing to be transferred an equivalent amount in the case of a direct Advance, in accordance with the instructions of the Borrower which appear in the Notice of Borrowing with respect to each Advance; however, the obligation of the Agent with respect hereto is limited to taking the steps judged commercially reasonable in order to follow such instructions, and once undertaken, such steps shall constitute conclusive evidence that the amounts have been disbursed in accordance with the applicable provisions. The Agent shall not be liable for damages, claims or costs imputed to the Borrower and resulting from the fact that the amount of an Advance did not arrive at its agreed-upon destination.

18.11 Accounts kept by each Lender

Each Lender shall keep in its books, in respect of its Commitment, accounts for the Prime Rate Advances, US Base Rate Advances, CORRA Advances, Term SOFR Advances and other amounts payable by the Borrower under this Agreement. Each Lender shall make appropriate entries showing, as debits, in respect of each Facility (including the applicable tranches thereof) in which such Lender has a Commitment, the amount of the Debt of the Borrower to it in respect of the Prime Rate Advances, US Base Rate Advances, Term SOFR Advances and CORRA Advances, as the case may be, the amount of all accrued interest and any other amount due to such Lender pursuant hereto and, as credits, each payment or repayment of principal and interest made in respect of such indebtedness as well as any other amount paid to such Lender pursuant hereto. These accounts shall constitute (in the absence of manifest error or of contradictory entries in the accounts of the Agent referred to in Section 4.4) *prima facie* evidence of their content against the Borrower.

The accounts which are maintained by the Agent shall constitute, except in the case of manifest error, *prima facie* proof of the amounts advanced by each Lender, the interest and other amounts due to them and the payments of principal, interest or others made to the Lenders.

18.12 Binding Determinations

The Agent shall proceed in good faith to make any determination which is required in order to apply this Agreement and, once made, such determination shall be final and binding upon all parties, except in the case of manifest error.

18.13 Amendment of Article 18

The provisions of this Article 18 relating to the rights and obligations of the Lenders and the Agent *inter se* may be amended or added to, from time to time, by the execution by the Agent and the Lenders of an instrument in writing and such instrument in writing shall validly and effectively amend or add to any or all of the provisions of this Article affecting the Lenders without requiring the execution of such instrument in writing by the Borrower.

18.14 **Decisions, Amendments and Waivers of the Lenders**

When the Lenders (or the Lenders under a particular Facility, as applicable) may or must consent to an action or to anything or to accomplish another act in applying this Agreement, the Agent shall request that each Lender (or each Lender under a particular Facility, as applicable) give its consent in this regard. Subject to the provisions of Sections 18.15 and 14.2, all decisions taken by the Lenders shall be taken as follows:

- 18.14.1 with respect to a decision to be taken by the Lenders under all of the Facilities, such decision must be taken by consent of the Majority Lenders (which majority must include at least three (3) Lenders), unless there are two or less Lenders, in which case, such decision shall be taken by unanimous consent of the Lenders under all of the Facilities;
- 18.14.2 with respect to a decision to be taken by the Lenders under a particular Facility, such decision must be taken by consent of the Majority Lenders under such Facility (which majority must include at least two (2) Lenders), unless there are two or less Lenders under such Facility, in which case, such decision shall be taken by unanimous consent of the Lenders under such Facility

The Agent shall confirm such consent to each Lender and to the Borrower.

18.15 **Authorized Waivers, Variations and Omissions**

If so authorized in writing by the Lenders in accordance with the provisions of Section 18.14, the Agent, on behalf of the Lenders, may grant waivers, consents, vary the terms of this Agreement and the other Credit Documents and do or omit to do all acts and things in connection herewith or therewith. Notwithstanding the foregoing, except with the prior written agreement of (a) each of the Lenders with Commitments in the Facility or Facilities being amended (or in respect of which a waiver is requested, each such Lender an “**Affected Lender**”), nothing in Section 18.14 or this Section 18.15 shall authorize (i) any extension of the date for, or decrease in the amount of, any payment of principal, interest or other amounts, (ii) any extension of any maturity date not applicable to all Facilities, except as contemplated in Section 2.5 and Section 2.6, or (iii) any change in or any waiver of the conditions precedent provided for in Article 10 not applicable to all Facilities and (b) each of the Lenders, nothing in Section 18.14 or this Section 18.15 shall authorize (i) any change (other than an extension) of the date for, increase in the amount of, or change in the currency or mode of calculation or computation of any payment of principal, interest or other amount (including the amount of the Revolving Facility, the Term Facility or any New Facility, except as provided in Section 2.4), (ii) any extension of any maturity date applicable to all Facilities, (iii) any change in the terms of Article 18,

(iv) any change in the manner of making decisions among the Lenders including the definition of Majority Lenders and Required Lenders-Acceleration, (v) the release of the Borrower or any Guarantor, except as contemplated in Sections 9.2 and 13.1, (vi) any change in or any waiver of the conditions precedent provided for in Article 10 applicable to all Facilities or (vii) any amendment to Section 8.11 or this Section 18.15. Waivers of Events of Default not requiring the unanimous consent of the Lenders may be granted by the Majority Lenders or, for Events of Default requiring a waiver in the circumstances described in (a) above, the Affected Lenders (and not by the Required Lenders-Acceleration).

In addition, no amendment to or waiver of (A) Section 4.2 shall be made without the consent of the Issuing Lenders, (B) Section 4.3 shall be made without the consent of the Swing Line Lender, and (C) the definition of “Defaulting Lender” without the consent of the Agent, the Issuing Lender and the Swing Line Lender.

If any Lender is a Non-Consenting Lender, then the Borrower may, at its sole cost and expense, upon 10 days’ notice to such Non-Consenting Lender and the Agent, on the condition that at such time, no Default exists and is continuing, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Article 16), all of its interests, rights and obligations under this Agreement and the other Credit Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such Assignment), provided that:

- (i) the Borrower pays the Agent the assignment fee specified in subsection 16.2.2(f); and
- (ii) the assigning Non-Consenting Lender receives payment of an amount equal to the outstanding principal of its outstanding Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment of 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).

A Non-Consenting Lender shall not be required to make any such assignment or delegation if, prior thereto, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

“**Non-Consenting Lender**” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all Lenders or all Affected Lenders in accordance with the terms of Section 18.15 and (b) that has been approved by the Majority Lenders.

18.16 **Defaulting Lenders**

- 18.16.1 Notwithstanding any other provision of this Agreement, if any Lender becomes a Defaulting Lender, then the provisions of this Section 18.16 shall apply until the Agent, the Borrower, the Issuing Lender and the Swing Line Lender all agree that the Defaulting Lender has remedied all matters that caused it to be a Defaulting Lender.
- 18.16.2 Any Standby Fee shall cease to accrue on the Defaulting Lender's unadvanced portion of any Advance.
- 18.16.3 The Defaulting Lender shall not be entitled to exercise any right of consent under Sections 18.14 or 18.15 and its Commitment shall not be included in determining whether the Lenders or the Majority Lenders have provided any consent under those Sections. However, the Defaulting Lender shall be entitled to exercise its right of consent in respect of (a) any matter that requires its consent hereunder including, for the avoidance of doubt, any increase in the amount of the Revolving Facility, the Term Facility or any New Facility except as provided in Section 2.4 or the extension of the Commitment of such Defaulting Lender, and (b) any matter that requires the consent of all Lenders, but only if it would be affected differently than the other Lenders.
- 18.16.4 The Borrower's right to receive Advances of the Defaulting Lender's unadvanced Commitment under the Facilities shall be suspended and the participation of the other Lenders in the Facilities including the Swing Line shall be re-adjusted on a pro rata basis without regard to the unadvanced Commitment of the Defaulting Lender but without increasing the overall Commitments of the other Lenders. If (a) the unadvanced Commitments of the other Lenders would not be sufficient to cover their obligations together with the obligations of the Defaulting Lender under Section 4.2 or 4.3, or (b) an Event of Default has occurred and not been waived, then the Borrower shall repay the Swing Line Loan and shall provide LC Escrowed Funds to the Issuing Lender to secure Letters of Credit to the extent necessary to cover the deficiency.
- 18.16.5 If the Borrower provides LC Escrowed Funds to the Issuing Lenders to secure Letters of Credit, the Borrower shall not be required to pay LC Fees for the account of the Defaulting Lender in respect of the amount for which it has provided LC Escrowed Funds. If the obligation of the Defaulting Lender regarding Letters of Credit under Section 4.2 is borne by the other Lenders as a result of subsection 18.16.4, then the other Lenders shall be entitled to receive any LC Fee that would otherwise have been payable to the Defaulting Lender.
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- 18.16.6 The Agent may, without prejudice to the other rights of the Lenders, make adjustments to the payments to a Defaulting Lender under this Agreement as necessary to compensate the other Lenders and the Agent for the Defaulting Lender's failure to make any payment or fulfill any other obligation under this Agreement.

18.17 **Provisions for the Benefit of Lenders Only**

The provisions of this Article 18 relating to the rights and obligations of the Lenders and Agent *inter se* shall be operative as between the Lenders and Agent only, and the Borrower shall not have any rights or obligations under or be entitled to rely for any purposes upon such provisions. However, the provisions of subsection 18.2.3 shall be applicable as between the Borrower and the Agent.

18.18 **Resignation of Agent**

- 18.18.1 Notwithstanding the irrevocable appointment of the Agent, a majority of Lenders holding not less than 66.67% of the Commitments may (with the consent of the Borrower), upon giving the Agent thirty (30) days prior written notice to such effect, terminate the Agent's appointment hereunder provided that a successor Agent has been appointed at or prior to the expiry of such notice.
- 18.18.2 The Agent may resign its appointment hereunder at any time without giving any reason therefor by giving written notice to such effect to each of the other parties hereto. Such resignation shall not be effective until a successor Agent has been appointed.
- 18.18.3 In the event of any such termination or resignation, the Lenders shall appoint a successor Agent that is willing to accept such role and is acceptable to the Borrower within thirty (30) days therefrom, deliver copies of all accounts to such successor and the retiring Agent shall be discharged from any further obligations hereunder but shall remain entitled to the benefit of the provisions of this Article 18 and the Agent's successor and each of the other parties hereto shall have the same rights and obligations among themselves as they would have had if such successor originally had been a party hereto as Agent.

18.19 **No Novation**

The parties hereto agree that the changes to the terms and conditions of the Credit Agreement and the amendments and restatement set out herein and the execution of these presents shall not constitute novation.

18.20 **Erroneous Payments**

- 18.20.1 If the Agent notifies a Lender, an Issuing Lender (collectively with the Agent, the “**Finance Parties**” and individually, a “**Finance Party**”) or any Person who has received funds on behalf of a Lender or any other Finance Party under, pursuant to or in connection with any of the Loan Documents (any such Lender, other Finance Party or other recipient, a “**Payment Recipient**”) that the Agent has determined in its sole discretion (whether or not after receipt of any notice under subsection 18.20.2) that any funds received by such Payment Recipient from the Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, any other Finance Party or other Payment Recipient on its behalf (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and such Lender or other Finance Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent in same day funds at the greater of (x) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Effective Rate, and in respect of an Erroneous Payment in Canadian Dollars or any other currency at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment, as the case may be, may be borrowed by the Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Agent) and (y) a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Agent to any Payment Recipient under this subsection 18.20.1 shall be conclusive, absent manifest error.
- 18.20.2 Without limiting subsection 18.20.1, each Lender or other Finance Party, or any Person who has received funds on behalf of a Lender or any other Finance Party under, pursuant to or in connection with any of the Loan Documents, hereby further agrees that if it receives a payment,
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prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates), or (z) that such Lender or other Finance Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

- (a) (A) in the case of immediately preceding clauses (x) or (y) of subsection 18.20.2, an error shall be presumed to have been made (absent written confirmation from the Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z) of subsection 18.20.2), in each case, with respect to such payment, prepayment or repayment; and
- (b) such Lender or other Finance Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agent pursuant to this subsection 18.20.2.

18.20.3 Each Lender or other Finance Party hereby authorizes the Agent to set off, net and apply any and all amounts at any time owing to such Lender or other Finance Party under any Loan Document, or otherwise payable or distributable by the Agent to such Lender or other Finance Party from any source, against any amount due to the Agent under subsection 18.20.1 or under the indemnification provisions of this Agreement.

18.20.4 In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance with subsection 18.20.1, from any Lender or other Finance Party that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Agent’s notice to such Lender or other Finance Party at any time, (i) such Lender or other Finance Party shall be deemed to have assigned its Advances (but not any of its Commitments) of the relevant

class with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Class**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Advances (but not any of its Commitments) of the Erroneous Payment Impacted Class, the “**Erroneous Payment Deficiency Assignment**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver a Assignment and Assumption Agreement (or, to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to an approved electronic platform as to which the Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender or other Finance Party shall deliver any notes evidencing such Advances to the Borrower (or the applicable one thereof) or the Agent, (ii) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Finance Party shall cease to be a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitment which shall survive as to such assigning Lender or assigning Finance Party and (iv) the Agent may reflect in the loan register it maintains its ownership interest in the Advances subject to the Erroneous Payment Deficiency Assignment. The Agent may, in its discretion but subject to Section 16.2 (but excluding, in all events, (i) any assignment consent or approval requirements (whether from the Borrower, any Lender or otherwise) and (ii) any requirements as to the minimum amount of assignments)) sell any Advances acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or other Finance Party shall be reduced by the net proceeds of the sale of such Advance (or portion thereof), and the Agent shall retain all other rights, remedies and claims against such Lender or other Finance Party (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce any of the Commitments of any Lender or other Finance Party and such Commitment shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Agent has sold an Advance (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency

Assignment, and irrespective of whether the Agent may be equitably subrogated, the Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or other Finance Party under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the “**Erroneous Payment Subrogation Rights**”).

- 18.20.5 The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Loan Obligations owed by the Borrower or any Guarantor, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Agent from the Borrower or any other Guarantor for the purpose of making such Erroneous Payment.
- 18.20.6 To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine
- 18.20.7 Each party’s obligations, agreements and waivers under this Section 18.20 shall survive the resignation or replacement of the Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Loan Obligations (or any portion thereof) under any Loan Document.

18.21 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions**

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- 18.21.1 the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and
 - 18.21.2 the effects of any Bail-In Action on any such liability, including, if applicable:
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- (a) a reduction in full or in part or cancellation of any such liability;
- (b) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
- (c) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

As used in this Section 18.21:

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

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

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**EEA Financial Institution**” – means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

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

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE AND AT THE PLACE FIRST HEREINABOVE MENTIONED.

VIDÉOTRON LTÉE

Per: /s/ Jean-François Parent
Name: Jean-François Parent
Title: Vice President and Treasurer

Per: /s/ Hugues Simard
Name: Hugues Simard
Title: Vice President

Address:
612 St-Jacques Street
18th floor
Montreal, Quebec
H3C 4M8

Attention: Vice President and Treasurer

Telephone: (514) 742-4520
Fax: (514) 380-1983

ROYAL BANK OF CANADA,
as Agent

Per: /s/ Precious Ezeh
Precious Ezeh, Deal Manager

Per: _____

Address:
155 Wellington Street West, 8th Floor
Toronto, Ontario
M5V 3K7

Attention: Manager, Agency

Fax: 416-842-4023

Email: rbcmagnt@rbccm.com

ROYAL BANK OF CANADA,
as Lender

Per: /s/ Nicolas Laurin
Nicolas Laurin
Director

Per: _____

Address:
1 Place Ville Marie
Suite 400
Montreal, Quebec
H3B 4R8

Attention: Nicolas Laurin

Telephone: 514-878-8561
Fax: 514-874-1349
Email: nicolas.laurin@rbccm.com

NATIONAL BANK OF CANADA,
as Lender

Per: /s/ Luc Bernier

Luc Bernier, Managing Director

Per: /s/ Frederic Yale-Leduc

Frederic Yale-Leduc,
Managing Director & Head

Address:
1155 Metcalfe Street
5th Floor
Montreal, Quebec
H3B 4S9

Attention: Luc Bernier, Director

Telephone: 514-390-5639
Fax: 514-390-7860
Email: Luc.Bernier@nbfinancial.com

THE TORONTO-DOMINION BANK,
as Lender

Per: /s/ Mel Saklatvala
Mel Saklatvala, Managing Director

Per: /s/ Giancarlo Zito
Giancarlo Zito, Director

Address:
1 Place Ville-Marie, bureau 1430
Montreal, Quebec
H3B 2B2

Attention: Mel Saklatvala / Giancarlo Zito

Telephone: 514-289-0672 / 514-289-0102
Fax: 514-289-0788
Email: mel.saklatvala@tdsecurities.com / Giancarlo.zito@tdsecurities.com

THE BANK OF NOVA SCOTIA,
as Lender

Per: /s/ Philippe Boivin
Philippe Boivin,
Managing Director & Head

Per: /s/ Monik Vora
Monik Vora, Director

Address:
1002, rue Sherbrooke Ouest, bureau 900,
Montréal, Québec,
H3A 3L6

Attention: Philippe Boivin

Telephone: 514-242-1892
Email: Philippe.boivin@scotiabank.com

BANK OF MONTREAL,
as Lender

Per: /s/ Alexandre Lombardi
Alexandre Lombardi
Director

Per: _____

Address:

129 Rue Saint Jacques
11th Floor
Montreal, Quebec
H2Y 1L6

Attention: Alexandre Lombardi

Telephone: 514-877-9440
Fax: 514-282-5920
Email: alexandre.lombardi@bmo.com

BANK OF AMERICA, N.A., CANADA BRANCH,
as Lender

Per: /s/ Erron Powers
Erron Powers
Director

Address:
901 Main St
TX1-492-64-01
Dallas, TX 75202

Attention: Mitch Trott, Vice President

Telephone: 214-209-1109
Email: mitch.trott@bofa.com

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

Per: /s/ Jeffrey Coleman

Per: _____

Address:
66 Wellington Street West.
Suite 4500
Toronto, Ontario
M5K 1E7

Attention: Jeffrey Coleman

Telephone: (416) 981-2327
Email: Jeffrey.s.coleman@jpmorgan.com

CANADIAN IMPERIAL BANK OF COMMERCE,
as Lender

Per: /s/ Anissa Rabia-Zeribi
Name/Title: Anissa Rabia-Zeribi,
Managing Director & Head

Per: /s/ James Iadaluca
Name/Title: James Iadaluca, Director

Address:
161 Bay Street
8th Floor
Toronto, Ontario
M5J 2S8

Attention: Anissa Rabia-Zerebi

Telephone: 514-847-6449
Email: anissa.rabia-zerebi@cibc.ca

**FÉDÉRATION DES CAISSES
DESJARDINS DU QUÉBEC,**
as Lender

Per: /s/ Guillaume B. Payette

Guillaume B. Payette
Director Portfolio Management
Corporate Banking Quebec

Per: /s/ Michel Toledano

Michel Toledano
Director - Corporate Banking Quebec

Address:
1170 Peel Street
Suite 300
Montreal, Quebec
H3B 0A9

Attention: Guillaume B. Payette

Telephone: 514-605-4791
Fax: 514-214-9255
Email: guillaume.a.payette@desjardins.com

BARCLAYS BANK PLC,
as Lender

Per: /s/ Nicholas Sibayan
Name: Nicholas Sibayan
Title: Vice President

Attention: Ryan Voegeli

Address:
Level 47, Bay Wellington Tower 181 Bay Street
Toronto M5J 2T3
Canada

Telephone: +1 4377828491
Email: ryan.voegeli@barclays.com

MUFG BANK, LTD., CANADA BRANCH,
as Lender

Per: /s/ Jack Shuai
Name: Jack Shuai
Title: Managing Director

Per: _____

Address:
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3400
Toronto, Ontario
M5J 2J1, Canada

Attention: Jack Shuai, Managing Director

Telephone: 647-291-1308
Email: jshuai@ca.mufg.jp

SCHEDULE “A”
LIST OF LENDERS AND COMMITMENTS

The Revolving Facility Tranche A

The Revolving Facility Lenders	Commitment	Commitment Percentage
Royal Bank of Canada	[Redacted]	[Redacted]
National Bank of Canada	[Redacted]	[Redacted]
The Toronto-Dominion Bank	[Redacted]	[Redacted]
The Bank of Nova Scotia	[Redacted]	[Redacted]
Bank of Montreal	[Redacted]	[Redacted]
Bank of America, N.A., Canada Branch	[Redacted]	[Redacted]
JPMorgan Chase Bank, N.A.	[Redacted]	[Redacted]
Canadian Imperial Bank of Commerce	[Redacted]	[Redacted]
Fédération des caisses Desjardins du Québec	[Redacted]	[Redacted]
MUFG Bank, Ltd., Canada Branch	[Redacted]	[Redacted]
Barclays Bank PLC	[Redacted]	[Redacted]
Total	\$400,000,000	100%

The Revolving Facility Tranche B

The Revolving Facility Lenders	Commitment	Commitment Percentage
Royal Bank of Canada	[Redacted]	[Redacted]
National Bank of Canada	[Redacted]	[Redacted]
The Toronto-Dominion Bank	[Redacted]	[Redacted]
The Bank of Nova Scotia	[Redacted]	[Redacted]
Bank of Montreal	[Redacted]	[Redacted]
Bank of America, N.A., Canada Branch	[Redacted]	[Redacted]
JPMorgan Chase Bank, N.A.	[Redacted]	[Redacted]
Canadian Imperial Bank of Commerce	[Redacted]	[Redacted]
Fédération des caisses Desjardins du Québec	[Redacted]	[Redacted]
MUFG Bank, Ltd., Canada Branch	[Redacted]	[Redacted]
Barclays Bank PLC	[Redacted]	[Redacted]
Total	\$400,000,000	100%

The Revolving Facility Tranche C

The Revolving Facility Lenders	Commitment	Commitment Percentage
Royal Bank of Canada	[Redacted]	[Redacted]
National Bank of Canada	[Redacted]	[Redacted]
The Toronto-Dominion Bank	[Redacted]	[Redacted]
The Bank of Nova Scotia	[Redacted]	[Redacted]
Bank of Montreal	[Redacted]	[Redacted]
Bank of America, N.A., Canada Branch	[Redacted]	[Redacted]
JPMorgan Chase Bank, N.A.	[Redacted]	[Redacted]
Canadian Imperial Bank of Commerce	[Redacted]	[Redacted]
Fédération des caisses Desjardins du Québec	[Redacted]	[Redacted]
MUFG Bank, Ltd., Canada Branch	[Redacted]	[Redacted]
Barclays Bank PLC	[Redacted]	[Redacted]
Total	US\$250,000,000	100%

The Revolving Facility Tranche D

The Revolving Facility Lenders	Commitment	Commitment Percentage
Royal Bank of Canada	[Redacted]	[Redacted]
National Bank of Canada	[Redacted]	[Redacted]
The Toronto-Dominion Bank	[Redacted]	[Redacted]
The Bank of Nova Scotia	[Redacted]	[Redacted]
Bank of Montreal	[Redacted]	[Redacted]
Bank of America, N.A., Canada Branch	[Redacted]	[Redacted]
JPMorgan Chase Bank, N.A.	[Redacted]	[Redacted]
Canadian Imperial Bank of Commerce	[Redacted]	[Redacted]
Fédération des caisses Desjardins du Québec	[Redacted]	[Redacted]
MUFG Bank, Ltd., Canada Branch	[Redacted]	[Redacted]
Barclays Bank PLC	[Redacted]	[Redacted]
Total	US\$250,000,000	100%

The Term Facility

NAME OF LENDER	TERM FACILITY TRANCHE B	TERM FACILITY TRANCHE C	TOTAL COMMITMENT	Commitment Percentage
ROYAL BANK OF CANADA	[Redacted]	[Redacted]	[Redacted]	[Redacted]
NATIONAL BANK OF CANADA	[Redacted]	[Redacted]	[Redacted]	[Redacted]
THE TORONTO DOMINION BANK	[Redacted]	[Redacted]	[Redacted]	[Redacted]
THE BANK OF NOVA SCOTIA	[Redacted]	[Redacted]	[Redacted]	[Redacted]
BANK OF MONTREAL	[Redacted]	[Redacted]	[Redacted]	[Redacted]
BANK OF AMERICA, N.A., CANADA BRANCH	[Redacted]	[Redacted]	[Redacted]	[Redacted]
JPMORGAN CHASE BANK, N.A.	[Redacted]	[Redacted]	[Redacted]	[Redacted]
CANADIAN IMPERIAL BANK OF COMMERCE	[Redacted]	[Redacted]	[Redacted]	[Redacted]
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC	[Redacted]	[Redacted]	[Redacted]	[Redacted]
MUFG BANK, LTD., CANADA BRANCH	[Redacted]	[Redacted]	[Redacted]	[Redacted]
TOTAL	\$500,000,000	\$700,000,000	\$1,200,000,000	100%

SCHEDULE “B”
NOTICE OF BORROWING AND CERTIFICATE

TO: ROYAL BANK OF CANADA, as Agent
FROM: VIDÉOTRON LTÉE

DATE:

1) This Notice of Borrowing and Certificate is delivered to you pursuant to the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”). All defined terms set forth in this Notice of Borrowing and Certificate shall have the respective meanings set forth in the Credit Agreement

2) We hereby request an Advance under the Revolving Facility of the Credit Agreement as follows:

Revolving Facility Tranche A

(a) Date of Advance:	_____
(b) Amount of Advance:	_____
(c) Currency of Advance (\$ or US\$):	_____
(d) Type of Advance:	_____
(e) Interest Period(s) (if any):	_____
(f) Maturity Date(s) (if applicable):	_____
(g) Payment Instruction (if any):	_____

Revolving Facility Tranche B

(h) Date of Advance:	_____
(i) Amount of Advance:	_____
(j) Currency of Advance (\$ or US\$):	_____
(k) Type of Advance:	_____
(l) Interest Period(s) (if any):	_____
(m) Maturity Date(s) (if applicable):	_____
(n) Payment Instruction (if any):	_____

Revolving Facility Tranche C

(a) Date of Advance:	_____
(b) Amount of Advance:	_____
(c) Currency of Advance (\$ or US\$):	_____
(d) Type of Advance:	_____
(e) Interest Period(s) (if any):	_____
(f) Maturity Date(s) (if applicable):	_____

(g) **Payment Instruction (if any):** _____

Revolving Facility Tranche D

(h) **Date of Advance:** _____
(i) **Amount of Advance:** _____
(j) **Currency of Advance (\$ or US\$):** _____
(k) **Type of Advance:** _____
(l) **Interest Period(s) (if any):** _____
(m) **Maturity Date(s) (if applicable):** _____
(n) **Payment Instruction (if any):** _____

3) We have understood the provisions of the Credit Agreement which are relevant to the furnishing of this Notice of Borrowing and Certificate. To the extent that this Notice of Borrowing and Certificate evidences, attests or confirms compliance with any covenants or conditions precedent provided for in the Credit Agreement, we have made such examination or investigation as was, in our opinion, necessary to enable us to express an informed opinion as to whether such covenants or conditions have been complied with.

4) WE HEREBY CERTIFY THAT, in our opinion, as of the date hereof:

(a) All of the representations and warranties of the Borrower contained in Article 11 of the Credit Agreement (except where qualified in Article 11 as being made as at a particular date) are true and correct on and as of the date hereof as though made on and as of the date hereof.

(b) No Event of Default has occurred and no Default has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

Title: _____



SCHEDULE “B-1”
NOTICE OF REPAYMENT

TO: ROYAL BANK OF CANADA, as Agent

FROM: VIDÉOTRON LTÉE

DATE:

1) This notice of repayment is delivered to you pursuant to the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”). All defined terms set forth in this notice shall have the respective meanings set forth in the Credit Agreement.

2) We hereby advise you that we will be repaying the sum of [**Cdn.\$/US \$**]_____ on _____ under the [**Revolving Facility/Term Facility**] (*select one*) as follows [indicate amount payable in respect of the Revolving Facility or Term Facility and specify under which Revolving Facility Tranche(s) or Term Facility Tranche(s) and for what amounts), as applicable, as well as the type of Advance to be repaid].

3) [We hereby advise you that in accordance with the last paragraph of Section 8.2, we are cancelling the Credit under the [**Revolving Facility/Term Facility**] (*select one*), effective _____, by \$_____, to a maximum of \$_____ (specify maximum amount of each Revolving Facility Tranche or Term Facility Tranche).]

Yours truly,

VIDÉOTRON LTÉE

Per: _____

Title: _____

SCHEDULE “C”
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 Amended and Restated 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 Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective Facilities identified below (including without limitation any Letters of Credit, Guarantees and Swing Line Advances included in such Facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other Loan Documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:
2. Assignee:

[and is an Affiliate/Approved Fund of [*identify Lender*] ¹]
3. Borrower: **VIDÉOTRON LTÉE**
4. Agent: **ROYAL BANK OF CANADA**, as the administrative agent under the Credit Agreement

¹ Select as applicable.

5. Credit Agreement: Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time).

6. Assigned Interest:

Facility Assigned - [Revolving Facility Tranche [A/B/C/D] / Term Facility Tranche [B/C] / [New Facility]]	Aggregate Amount of Commitment/Loan Obligations for all Lenders ²	Amount of Commitment/Loan Obligations Assigned ³	Percentage Assigned of Commitment/Loan Obligations ³	CUSIP Number

7. [Trade Date:]⁴

² Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

³ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

⁴ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: _____, 20 ____ [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title:

Consented to and Accepted:

ROYAL BANK OF CANADA, as Agent

By: _____
Title:

[Consented to:] ⁵

ROYAL BANK OF CANADA, as Issuing Lender

By: _____
Title:

VIDÉOTRON LTÉE

By: _____
Title:

⁵ To be added only if the consent of the Borrower and/or other parties (e.g. L/C Issuer) is required by the terms of the Credit Agreement.

ANNEX 1 to Assignment and Assumption

[]⁶

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 and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the members of the VL Group, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the members of the VL Group 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, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 12.14 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 Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the 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.

⁶ Describe Credit Agreement at option of Agent.

2. Payments. From and after the Effective Date, the 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 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 assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

**SCHEDULE “C-1”
LOAN MARKET DATA TEMPLATE**

Recommended Data Fields – At Close

The items highlighted in bold are those that Loan Pricing Corporation (LPC) deem essential. The remaining items are those that LPC has seen become more prominent over time as transparency has increased in the U.S. Loan Market.

<p>Company Level Issuer Name Location SIC (Cdn) Identification Number(s) Revenue</p>	<p>Deal Specific Currency/Amount Date Purpose Sponsor Financial Covenants</p>	<p>Facility Specific Currency/Amount Type Purpose Tenor Term Out Option Expiration Date Facility Signing Date Pricing Base Rate(s)/Spread(s)/BA/LIBOR Initial Pricing Level Pricing Grid (tied to, levels) Grid Effective Date</p>
<p>*Measurement of Risk S&P Sr. Debt</p>	<p>Target Company Assignment Language Law Firms</p>	<p>Fees Participation Fee (tiered also) Commitment Fee</p>
<p>S&P Issuer Moody’s Sr. Debt Moody’s Issuer Fitch Sr. Debt Fitch Issuer S&P Implied (internal assessment)</p>	<p>MAC Clause Springing lien Cash Dominion Mandatory Prepays Restrict’d Payments (Neg Covs) Other Restrictions</p>	<p>Annual Fee Utilization Fee LC Fee(s) BA Fee Prepayment Fee Other Fees to Market Security Secured/Unsecured Collateral and Seniority of Claim Collateral Value</p>
<p>DBRS Other Ratings *Industry Classification Moody’s Industry S&P Industry Parent Financial Ratios</p>		<p>Guarantors Lenders Names/Titles Lender Commitment (\$) Committed/Uncommitted Distribution method Amortization Schedule Borrowing Base/Advance Rates</p>

New Money Amount
Country of Syndication
Facility Rating (Loss given default)
S&P Bank Loan
Moody’s Bank Loan
Fitch Bank Loan
DBRS
Other Ratings

* These items would be considered useful to capture from an analytical perspective

**SCHEDULE “D”
FORM OF GUARANTEE**

GUARANTEE entered into in the City of Montreal, Quebec as of [•].

BY: **THE SEVERAL GUARANTORS PARTY HERETO FROM TIME TO TIME**, as solidary, joint and several guarantors (collectively, the “**Guarantors**” and individually, a “**Guarantor**”);

IN FAVOUR OF: **ROYAL BANK OF CANADA**, a bank governed by the *Bank Act* (Canada), acting for itself and as Agent under the Credit Agreement hereinafter described (the “**Agent**”)

WHEREAS an amended and restated credit agreement dated as of [•], 2026 was entered into among Vidéotron Ltée, as borrower (the “**Borrower**”), the financial institutions from time to time parties thereto, as lenders, and the Agent, as administrative agent for the lenders (the “**Credit Agreement**”).

WHEREAS it is a requirement under the Credit Agreement that the Guarantors guarantee all of the Obligations (as defined below);

WHEREAS the Facilities are being made available to the Borrower in reliance upon the covenants and guarantees of the Guarantors set forth herein;

NOW THEREFORE, in consideration of the Agent and the Lenders having entered into the Credit Agreement with the Borrower and having agreed, subject to the terms and conditions therein provided, to make certain credit facilities available to the Borrower, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. GUARANTEE

1.1 Guarantee

For valuable consideration, the Guarantors hereby solidarily (jointly and severally) with the Borrower, guarantee to the Agent and each Lender, forthwith after demand therefor made in accordance with the provisions of the Credit Agreement, the due and punctual payment and performance of all present and future Guaranteed Obligations (as defined in the Credit Agreement), including, without limitation, all debts, liabilities and other obligations of every nature, absolute or contingent, direct, indirect or otherwise, in any currency, now or at any time and from time to time hereafter due or owing by the Borrower to the Agent and each Lender arising under or in connection with the Credit Agreement and the other Loan Documents (including under the Swing Line Loans) as well as the Derivative Obligations (such obligations as amended,

amended and restated, modified, supplemented or renewed, collectively, the “**Obligations**”). Each Guarantor expressly renounces to the benefits of division and discussion. The obligation undertaken by each Guarantor pursuant to this Section 1.1 is hereinafter referred to as the “**Guarantee**”.

1.2 Guarantee Absolute

The liability of each Guarantor hereunder shall be absolute and unconditional and shall not be affected by:

- (a) any lack of validity or enforceability of any of the Obligations; any change in the time, manner or place of payment of the Obligations; or the failure on the part of the Borrower or any of the other Guarantors to carry out any of the Obligations;
- (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Borrower or any of the other Guarantors, the Agent or the Lenders or any of them or any party to any agreement to which the Agent, the Lenders, the Borrower or the other Guarantors or any of them is a party;
- (d) any lack or limitation of power, incapacity or disability on the part of any of the Borrower or the other Guarantors or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of any of the Borrower or the other Guarantors in its obligations to the Agent or the Lenders or any of them;
- (e) any change or changes in the name, corporate existence or structure of any of the Borrower or Guarantors;
- (f) any other law, regulation or other circumstance which might otherwise constitute a defence available to, or a discharge of, any of the Borrower or the other Guarantors in respect of any or all of the Obligations.

1.3 Recovery as Principal Debtor

Any amount which may not be recoverable from any Guarantor by the Agent on the basis of a guarantee shall be recoverable by the Agent from such Guarantor as principal debtor in respect thereof and shall be paid to the Agent for the account of the Lenders forthwith after demand therefor.

2. DEALINGS WITH CREDIT PARTIES AND OTHERS

2.1 No Release

The liability of each Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Agent or the Lenders or any of them in

connection with any duties or liabilities of the Borrower, the other Guarantors or any other Guarantor (as defined in the Credit Agreement) (the “**Other Guarantors**”) to the Agent or the Lenders or any of them. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantors’ liability hereunder, without obtaining the consent of or giving notice to the Guarantors, the Agent and the Lenders may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower or any of the Guarantors;
- (b) accept compromises from the Borrower or any of the Guarantors;
- (c) subject to the applicable provisions of the Credit Agreement, apply all money at any time owing from the Borrower or the Guarantors to such part of the Obligations as the Agent may see fit or change any such application in whole or in part from time to time as the Agent may see fit; for greater certainty, the Agent or any of the Lenders may at any time and from time to time, to the fullest extent permitted by law, set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Agent or any of the Lenders to or for the credit of any of the Guarantors against any and all of the liabilities of the Borrower, whether or not the Agent shall have made any demand under the Guarantee. The Agent or the Lenders, as the case may be, shall promptly notify the applicable Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agent and the Lenders under this paragraph are in addition to other rights and remedies (including without limitation, other rights of set-off) that the Agent and the Lenders may have; and
- (d) otherwise deal with all other Persons as the Agent and the Lenders may see fit, acting reasonably.

2.2 No Exhaustion of Remedies

The Agent and the Lenders shall not be bound or obligated to exhaust their recourse against the Borrower, any Guarantor hereunder, any Other Guarantor or any other Person or take any other action before being entitled to demand payment from any Guarantor hereunder.

2.3 Accounts Binding upon the Guarantors

Any account settled or stated in writing by or between the Agent and the Borrower shall be accepted by the Guarantors as conclusive evidence, absent manifest error, that the balance or amount thereby appearing due by the Borrower to the Agent or the Lenders is so due.

2.4 No Set-off

In any claim by the Agent and the Lenders against any Guarantor, such Guarantor may not assert any set-off or counterclaim that such Guarantor, any of the other Guarantors hereunder or any Other Guarantor may have against the Agent and the Lenders or any of them.

3. CONTINUING GUARANTEE

The Guarantee shall be a continuing guarantee of the Obligations and shall apply to and secure all Obligations and shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Agent and the Lenders or any of them. The Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Agent and the Lenders or any of them upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Borrower or any Guarantor or otherwise, all as though such payment had not been made. Any payments so rescinded or recovered from the Agent and the Lenders or any of them, whether as a preference, fraudulent transfer or otherwise, shall constitute Obligations for all purposes hereunder. The Guarantors hereby expressly waive the provisions of Articles 2353, 2362 and 2366 of the Civil Code of Québec.

4. RIGHT TO PAYMENTS

Should the Agent and the Lenders or any of them receive from any Guarantor one or more payments on account of its liability under the Guarantee, such Guarantor shall not be entitled to claim repayment against the Borrower, the other Guarantors or any Other Guarantors until the Agent’s and the Lenders’ claims against the Borrower have been paid in full. In the event of the liquidation, winding-up or bankruptcy of the Borrower (whether voluntary or compulsory); or if the Borrower shall make a bulk sale of any of its assets within the meaning of any applicable legislation of any other province of Canada, under the Uniform Commercial Code of any state of the United States of America or under any other applicable Laws; or should the Borrower make any proposal, composition or scheme of arrangement with its creditors; then, in any of such events the Agent and the Lenders shall have the right to rank for their full claim and receive all dividends or other payments in respect thereof until their claim has been paid in full, and each Guarantor shall remain liable up to the amount guaranteed for any balance which may be owing to the Agent and the Lenders by the Borrower; and in the event of the valuation by the Agent and the Lenders or any of them of any security held in respect of the debts of the Borrower, or of the retention by the Agent and the Lenders or any of them of such security, such valuation and/or retention shall not, as between the Agent and the Lenders and the Guarantors, be considered as a purchase of such security, or as payment or satisfaction or reduction of the liabilities of the Borrower to the Agent and the Lenders, or any part thereof.

5. TAXES

All payments to be made hereunder by any Guarantor shall be made free and clear of deduction for any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including

interest, penalties and additions thereto) imposed by any government or other taxing authority (“**Taxes**”). If any Taxes are imposed and required to be withheld from any payment hereunder, the applicable Guarantors shall (a) increase the amount of such payment so that the Agent and the Lenders will receive a net amount (after deduction of all Taxes, including any Taxes on the amount of any such increase) equal to the amount due hereunder, (b) pay such Taxes to the appropriate taxing authority for the account of the Agent and the Lenders, and (c) as promptly as possible thereafter, send the Agent and the Lenders an original receipt showing payment thereof, together with such additional documentary evidence as the Agent and the Lenders may from time to time reasonably require. If any Guarantor fails to perform its obligations under parts (b) or (c) of the preceding sentence, such Guarantor shall indemnify the Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Agent and the Lenders or any of them as a consequence of such failure.

6. POSTPONEMENT OF SUBROGATION

To the fullest extent permitted by law, each Guarantor hereby irrevocably postpones any claim or other rights that it may now or hereafter acquire against the Borrower, the other Guarantors hereunder, the Other Guarantors, or any of them, that arise from the existence, payment, performance or enforcement of such Guarantor’s obligations under this agreement including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy against the Borrower, the other Guarantors hereunder, the Other Guarantors, whether or not such claim, remedy or right arises under contract, including, without limitation, the right to take or receive from the Borrower, the other Guarantors hereunder or the Other Guarantors or any of them, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, until such time as the Obligations and all amounts payable under this agreement have been indefeasibly paid to the Agent and the Lenders in cash. If any amount shall be paid to any Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of the Obligations and all other amounts payable under this agreement, such amount shall be held by such Guarantor as mandatary for the benefit of the Agent and the Lenders and shall forthwith be paid to the Agent and the Lenders to be credited and applied to the Obligations and all other amounts payable under this agreement.

7. ACCESSIONS

7.1 Additional Guarantors

At any time and from time to time, any Person which is not already a Guarantor may become party to this agreement in the capacity of a Guarantor provided:

- (a) an instrument, in form and substance similar to the one attached hereto as Schedule “A”, shall have been executed by such Person and the Agent and shall have been delivered to such Person, the Agent and the Borrower; and
-

- (b) that such Person shall have delivered to the Agent with respect to itself and its entering into and performing its obligations under this agreement any other document the Agent may reasonably request, including, without limitation, resolutions, certified copies of such Person’s articles, documents of formation and/or by-laws, and a legal opinion.

7.2 Effective Date

As of and from the effective date stipulated in the instrument referred to in paragraph (a) of Section 7.1, such Person shall for all purposes be a Guarantor party to this agreement and shall have all the rights and obligations of a Guarantor under this agreement and shall be entitled to the benefit of, and be bound by the provisions hereof, to the same extent as if it were an original party hereto and no further consent or action by the Borrower, the other Guarantors, the Agent or the Lenders shall be required. Such instrument shall constitute, *inter alia*, an amendment to this agreement to the extent, and only to the extent, necessary to reflect the addition of such Person as a Guarantor. Promptly after receipt thereof, the Agent shall deliver to each of the Lenders a copy of any instrument received under the terms of this Section 7.2.

8. GENERAL

8.1 Representations and Warranties

Each Guarantor reiterates the representations and warranties made in the Credit Agreement to the Lenders on its behalf by the Borrower (which representations and warranties are hereby deemed to have been made by each such Guarantor and to be and remain in effect at all times).

8.2 Covenants

Each Guarantor reiterates the covenants made in the Credit Agreement on its behalf by the Borrower (which are hereby deemed to have been made by each such Guarantor).

8.3 Payment of Obligations, Fees and Costs

Each Guarantor agrees to pay, within two Business Days of demand therefor, any amounts payable hereunder, including without limitation all out-of-pocket expenses (including the reasonable fees and expenses of the Agent’s counsel) in any way relating to the enforcement or protection of the rights of the Agent and the Lenders or any of them hereunder.

8.4 Currency

- (a) Each payment to be made under the Guarantee will be made in the currency in which the relevant Obligation is payable (the “**Specified Currency**”). To the fullest extent permitted by applicable law, any obligation of any Guarantor to make payments under the Guarantee in a Specified Currency will not be discharged or satisfied by any tender in any currency other than the Specified Currency.
-

- (b) To the fullest extent permitted by applicable law, if any judgment or order expressed in a currency other than the Specified Currency is rendered (i) for any payment of any amount owing in respect of the Guarantee, or (ii) in respect of a judgment or order of another court for the payment of any amount described in (i) above, the Agent, after recovery in full of the aggregate amount to which it is entitled pursuant to the judgment or order, shall be entitled to receive immediately from the Guarantors the amount of any shortfall of the Specified Currency received by the Agent as a consequence of sums paid in such other currency, and will refund promptly to the Guarantors any excess of the Specified Currency received by the Agent as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between (i) the rate of exchange at which the Specified Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and (ii) the rate of exchange at which the Agent is able, acting in a reasonable manner and in good faith, in converting the currency received into the Specified Currency, to purchase the Specified Currency with the amount of the currency of the judgment or order actually received by the Agent. The term “**rate of exchange**” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Specified Currency.
- (c) To the fullest extent permitted by applicable law, the indemnities in this Section 8.4 constitute separate and independent obligations of each Guarantor from the other obligations in this agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the Agent, the Lenders or any of them and will not be affected by judgment being obtained or claim or proof being made for any other sums due in respect of this agreement.
- (d) For the purposes of this Section 8.4, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

8.5 Discharge

Each Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Agent, duly authorized by the Lenders in accordance with the provisions of the Credit Agreement.

8.6 Notice

Any notice permitted or required to be given hereunder shall be given, in the case of the Agent, in accordance with the relevant provisions of the Credit Agreement and, in the case of each Guarantor, to its address indicated above and otherwise in accordance with the relevant provisions of the Credit Agreement.

8.7 Entire Agreement

Save as provided in Section 8.11, this agreement constitutes the entire agreement between the Guarantors, the Agent and the Lenders with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Agent and the Lenders shall not be bound by any representations or promises made by the Borrower or the Guarantors to one another, and possession of this agreement by the Agent shall be conclusive evidence against each Guarantor that this agreement was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with. This agreement shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

8.8 Amendments and Waivers

No amendment to this agreement will be valid or binding unless set forth in writing and duly executed by each Guarantor and the Agent, duly authorized by the Lenders in accordance with the provisions of the Credit Agreement. No waiver of any breach of any provision of this agreement will be effective or binding unless made in writing and signed by the Agent, duly authorized by the Lenders in accordance with the provisions of the Credit Agreement and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

8.9 Severability

Each provision of this agreement is separate and distinct from the others, such that any decision of a court or tribunal to the effect that any provision hereof is null or unenforceable shall in no way affect the validity of the other provisions hereof or the enforceability thereof. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Laws, each Guarantor hereby waives any provision of any Laws which renders any provision hereof prohibited or unenforceable in any respect.

8.10 Interpretation

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement. The words “this agreement”, “hereof”, “hereto”, etc. mean the present instrument (including the accession certificates) executed by the Guarantors.

8.11 Additional Rights

This agreement is in addition and supplemental to all other guarantees and/or postponement agreements (whether or not in the same form as this instrument) held or which may hereafter be held by the Agent, the Lenders or any of them.

8.12 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

8.13 Benefit of Agreement

This agreement shall extend to and enure to the benefit of the successors and assigns of the Agent and each of the Lenders and shall be binding upon each Guarantor and its successors.

8.14 Authority of Agent

Each Guarantor acknowledges and agrees that the Agent has full authority to act on behalf of the Lenders in all matters relating to this agreement, and that any Person dealing with the Agent or the Lenders or any of them in respect of any such matter need not inquire further as to the authority of the Agent to act on behalf of the Lenders.

8.15 Language

The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. Each of the parties hereto acknowledges that each party was represented by legal counsel and has had the opportunity to negotiate the terms and conditions of this agreement, including its essential stipulations, with the assistance of its legal counsel. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise. Chacune des parties aux présentes reconnaît que chaque partie était représentée par ses conseillers juridiques et a eu l'opportunité de négocier les termes et conditions de la présente convention, incluant ses stipulations essentielles, avec l'aide de ses conseillers juridiques.*

8.16 Executed Copy

Each Guarantor acknowledges receipt of a fully executed copy of this agreement.

(Signature page follows)

IN WITNESS WHEREOF each Guarantor has executed this Guarantee on the date and at the place first hereinabove mentioned.

[•],
as Guarantor

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•],
as Guarantor

Per: _____
Name:
Title:

Per: _____
Name:
Title:

ACCEPTED AND AGREED as of the date mentioned on the first page:

ROYAL BANK OF CANADA,
as Agent

Per: _____
Name:
Title:

SCHEDULE “A”

ACCESSION CERTIFICATE

TO: ROYAL BANK OF CANADA, AS AGENT

Ladies and Gentlemen:

We refer you to the guarantee agreement entered into as of [•] among the several guarantors party thereto from time to time, as guarantors, and Royal Bank of Canada, as Agent (the said agreement, as may be amended, supplemented, restated, replaced or otherwise modified from time to time is hereinafter referred to as the “**Guarantee Agreement**”).

Unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning ascribed to them, directly or by reference, from time to time in the Guarantee Agreement.

Pursuant to the provisions of Section 7.1 of the Guarantee Agreement, we hereby notify you of our desire to become a party to the Guarantee Agreement as a Guarantor, and that such accession thereto shall be effective as of and from Note 1.

We hereby acknowledge and agree that as of and from Note 1, we shall for all purposes of the Guarantee Agreement, be a Guarantor and party to the Guarantee Agreement and shall have all the rights and obligations of a Guarantor under the Guarantee Agreement and shall be entitled to the benefit of, and be bound by the provisions thereof, to the same extent as if we were an original party thereto.

Furthermore, we hereby acknowledge having taken cognizance (y) of the Guarantee Agreement and consent and agree to be bound by the terms and conditions thereof to the same extent as if we were an original party thereto, and (z) of the Credit Agreement and the other Loan Documents and hereby accept the terms and conditions of each one thereof.

This instrument shall, for all purposes, constitute our accession to the Guarantee Agreement.

This instrument and the interpretation and enforcement thereof shall be governed by and in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

We would ask you to kindly confirm your acceptance of the foregoing by executing the enclosed duplicate copy hereof and delivering same to the Persons to whom these presents must be delivered in accordance with the provisions of Section 7.1 of the Guarantee Agreement.

Dated: _____

 Note 2

Per: _____

and Per: _____

CONFIRMATION

Relying upon the foregoing and the representations and warranties made by **Note 2**, Royal Bank of Canada, in its capacity as Agent for itself and for and on behalf of the Lenders, accepts the foregoing and as of and from **Note 1**, **Note 2** shall, for all purposes of the Guarantee Agreement, be a Guarantor as if it were an original party thereto.

Dated: _____

ROYAL BANK OF CANADA,
AS AGENT

Per: _____

and Per: _____

Notes:

1. Insert the effective date as of which such Person shall become party to the Guarantee Agreement.
2. Insert the full name of the Person requesting to accede to the Guarantee Agreement.

SCHEDULE “E”
OFFICER’S COMPLIANCE CERTIFICATE

TO: ROYAL BANK OF CANADA, as Agent

We have reviewed the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”), and hereby certify that:

- (i) with the exceptions listed below (if any), as of the date of this certificate, the Borrower has complied with all the terms and conditions of the Credit Agreement;
- (ii) the Adjusted Consolidated assets, EBITDA and Debt owned, generated or owed by the VL Group is not less than 85% of the consolidated assets, EBITDA and Debt of the Borrower [*if any of these elements is less than 85%, provide an accurate percentage*];
- (iii) the aggregate assets and EBITDA attributable to the Borrower and the Guarantors is [not less than 85% of the consolidated assets and EBITDA of the Borrower] **{or}** [% [*cannot be less than 80%*] of the consolidated assets and % [*cannot be less than 80%*] of the consolidated EBITDA of the Borrower], such EBITDA in each case calculated on a rolling four-quarter basis;
- (iv) [For annual Compliance Certificate alone; if both assets and EBITDA attributable to the Borrower and the Guarantors represent not less than 85% of the consolidated assets and EBITDA of the Borrower, this will be provided only at the reasonable request of the Agent] [if applicable] annexed hereto is all of the information necessary to permit the Agent and the Lenders to calculate the EBITDA and assets attributable to (a) the Borrower and the Guarantors, and (b) the Borrower on a consolidated basis; and
- (v) no Default has occurred and is continuing and no Event of Default has occurred or exists under the Credit Agreement [*or, if a Default or Event of Default exists, set out the details and proposed solutions*].

We attach a Compliance Certificate demonstrating the Borrower’s compliance with the financial covenants listed in subsections 12.11.1 and 12.11.2, [as well as compliance with the covenant contained in Section 12.12 of the Credit Agreement], in each case for the latest period required under subsection {12.14.1 - quarterly} {12.14.2 - annual} **{choose one}**.

All defined terms set forth in this notice shall have the respective meanings set forth in the Credit Agreement.

COMPLIANCE CERTIFICATE

Maintenance of Ratios (Section 12.11)

Quarter ending _____

(Indicate if the information provided herein is provided on a consolidated or Adjusted Consolidated basis)

1. Leverage Ratio (Debt to EBITDA)

(A) Debt \$ _____

(B) EBITDA \$ _____

Ratio of Debt to EBITDA (A/B) = _____

2. Interest Coverage Ratio

(B) EBITDA \$ _____

(D) Interest Expense \$ _____

Ratio of EBITDA to Interest Expense (B/D) = _____

Calculation of Debt (A)

	Borrowed money (excluding QMI Subordinated Debt)	\$ _____
<i>plus</i>	Hedging Exposure	\$ _____
<i>plus</i>	Deferred purchase price	\$ _____
<i>plus</i>	Obligations secured by Charges	\$ _____
<i>plus</i>	Capital Leases	\$ _____
<i>plus</i>	Contingent Obligations	\$ _____
<i>plus</i>	B/A's, letters of credit and Guarantees	\$ _____
<i>equals</i>		

DEBT (A):

\$ _____

Calculation of EBITDA (B)

<i>plus</i>	(i) Net income or loss of Borrower	\$ _____
<i>plus</i>	(ii) non-controlling interests	\$ _____
<i>plus</i>	(iii) extraordinary items	\$ _____
<i>plus</i>	(iv) Interest Expense	\$ _____
<i>plus</i>	(v) Income tax expense	\$ _____
<i>plus</i>	(vi) Depreciation and amortization	\$ _____
<i>plus or minus</i>	(vii) Forex translation gains / losses	\$ _____
<i>plus</i>	(viii) Non-cash financial charges	\$ _____
<i>minus</i>	(ix) Income or expense related to Back- to-Back Securities	\$ _____
<i>minus</i>	(x) EBITDA of Subsidiaries not members of the Relevant Group	\$ _____
<i>Equals</i>	EBITDA (B)	\$ _____



Covenant Compliance (Section 12.12)

(To be reported on only annually, unless requested more frequently by the Agent. However, if both assets and EBITDA attributable to the Borrower and the Guarantors represent at least 85% of the consolidated assets and EBITDA of the Borrower, detailed calculations will be provided only at the request of the Agent)

Borrower and Guarantors required to have 80% of Borrower’s consolidated EBITDA and assets (12.12)

Calculation of % of Assets

(i) Total assets of Borrower (consolidated)	\$	_____
<i>minus</i>		
(ii) Assets owned by Persons not Borrower or Guarantors	\$	_____
<i>equals</i>		
(iii) Total assets of Borrower and Guarantors	\$	_____
Ratio of assets of Borrower and Guarantors to Borrower consolidated assets	(= (iii)/(i)) =	_____
(must not be less than 80%)		

Calculation of % of EBITDA

(i) Total EBITDA of Borrower (consolidated)	\$	_____
<i>minus</i>		
(ii) EBITDA generated by Persons other than Borrower or Guarantors	\$	_____
<i>equals</i>		
(iii) Total EBITDA of Borrower and Guarantors	\$	_____
Ratio of EBITDA of Borrower and Guarantors to Borrower consolidated EBITDA	(= (iii)/(i)) =	_____
(must not be less than 80%)		



SCHEDULE “F”

GUARANTORS AND MEMBERS OF THE VL GROUP AS AT THE CLOSING DATE

MEMBERS OF THE VL GROUP

VIDÉOTRON LTÉE (Borrower)

9525-7705 QUÉBEC INC. (Guarantor)

9176-6857 QUÉBEC INC. (Guarantor)

FREEDOM MOBILE DISTRIBUTION INC. (Guarantor)

MOBILE & INTERNET FIZZ INC. (Guarantor)

VIDEOTRON INFRASTRUCTURES INC. (Guarantor)

VIDEOTRON US INC.

VCC INDIA PRIVATE LIMITED

GUARANTORS

Nil.

SCHEDULE “G”
FORM OF SUBORDINATION AGREEMENT FOR BACK-TO-BACK SECURITIES

This SUBORDINATION AGREEMENT is dated as of ●, 20 ●● (the “**Agreement**”).

To: Royal Bank of Canada, for itself and as Agent under the Credit Agreement (defined below) for the Lenders (the “**Agent**”), Videotron Ltée, a Quebec company (the “**Obligor**”), as obligor under the ● dated as of ●, and ● in the principal amount of \$ ● and \$ ●, respectively, made by the Obligor in favour of ● (the “**Subordinated Notes**”), and ●, as holder (the “**Holder**”) of the Subordinated Notes, for ten dollars and other good and valuable consideration received by each of the Obligor and the Holder from the Agent and by each of the Obligor and the Holder from the other, agree as follows:

1. **Interpretation.**

(a) “**Cash, Property or Securities**”. “Cash, Property or Securities” shall not be deemed to include securities of the Obligor or any other Person provided for by a plan of reorganization or readjustment, the payment of which is subordinated at least to the extent provided herein with respect to the Subordinated Notes, to the payment of all Senior Indebtedness which may at the time be outstanding; provided, however, that (i) all Senior Indebtedness is assumed by the new Person, if any, resulting from any such reorganization or readjustment, and (ii) the rights of the holders of the Senior Indebtedness are not, without the consent of such holders, altered by such reorganization or readjustment.

(b) “**payment in full**”. “payment in full”, with respect to Senior Indebtedness, means the receipt on an irrevocable basis of cash in an amount equal to the unpaid principal amount of the Senior Indebtedness and premium, if any, and interest and any special interest thereon to the date of such payment, together with all other amounts owing with respect to such Senior Indebtedness.

(c) “**Senior Indebtedness**”. “Senior Indebtedness” means, at any date all indebtedness (including, without limitation, any and all amounts of principal, interest, special interest, additional amounts (including amounts owed under any Derivative Instrument entered into with a Lender, as defined in the Credit Agreement), premium, fees, penalties, indemnities and “post-petition interest” in bankruptcy and any reimbursement of expenses) under (1) the Indenture described as the “C\$800,000,000 4.50% Senior Notes due January 15, 2030 Indenture” dated as of October 8, 2019 (the “**2019 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, (2) the Indenture described as the “C\$650,000,000 3.125% Senior Notes due January 15, 2031 Indenture” dated as of January 22, 2021 (the “**2021 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, (3) the Indenture described as the “C\$750,000,000 3.625% Senior Notes due June 15, 2028 Indenture” dated as of June 17, 2021 (the “**June 2021 Canadian Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, (4) the Indenture described as the “US\$500,000,000 3.625% Senior Notes due June 15, 2029 Indenture” dated as of June 17, 2021 (as supplemented, the “**June 2021 US Indenture**”) among Videotron, the guarantors thereto and

Computershare Trust Company as successor to Wells Fargo Bank, National Association, as trustee, (5) the Indenture and Supplemental Indenture described as the “C\$600,000,000 4.650% Senior Notes due July 15, 2029 First Supplemental Indenture” dated as of June 21, 2024 (the “**June 2024 First Supplemental Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, (6) the Indenture and Supplemental Indenture described as the “C\$400,000,000 5.000% Senior Notes due July 15, 2034 Second Supplemental Indenture” dated as of June 21, 2024 (the “**June 2024 Second Supplemental Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, (7) the Indenture described as the “US\$700,000,000 5.700% Senior Notes due January 15, 2035 Indenture” dated as of November 8, 2024 (the “**November 2024 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company, N.A., as trustee, (8) the Indenture and Supplemental Indenture described as the “C\$800,000,000 3.950% Senior Notes due October 15, 2032 Third Supplemental Indenture” dated as of November 20, 2025 (the “**November 2025 Third Supplemental Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee (the 2019 Indenture, the 2021 Indenture, the June 2021 Canadian Indenture, the June 2021 US Indenture, the June 2024 First Supplemental Indenture, the June 2024 Second Supplemental Indenture, the November 2024 Indenture and the November 2025 Third Supplemental Indenture are collectively referred to as the “**Indentures**”), and (9) the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”; capitalized terms used herein without definition having the meanings set forth therein).

2. **Agreement Entered into Pursuant to Credit Agreement.** The Obligor, the Agent and the Lenders are entering into this Agreement pursuant to the provisions of the Credit Agreement.

3. **Subordination.** The indebtedness represented by the Subordinated Notes shall be subordinated as follows:

(a) **Agreement to Subordinate.** The Obligor, for itself and its successors and assigns, and the Holder agree that the indebtedness evidenced by the Subordinated Notes (including, without limitation, principal, interest, premium, fees, penalties, indemnities and “post-petition interest” in bankruptcy (as same is interpreted under the US Bankruptcy Code) and any reimbursement of expenses) is subordinate and junior in right of payment, to the extent and in the manner provided in this Section 3, to the prior payment in full of all Senior Indebtedness. The provisions of this Section 3 are for the benefit of the Agent acting on behalf of the holders from time to time of Senior Indebtedness under the Credit Agreement, including the Lenders as defined therein, and such holders are hereby made obligees hereunder to the same extent as if their names were written herein as such, and they (collectively or singly) may proceed to enforce such provisions.

(b) **Liquidation, Dissolution or Bankruptcy.**

(i) Upon any distribution of assets of the Obligor to creditors or upon a liquidation or dissolution or winding-up of the Obligor or in a bankruptcy, arrangement, liquidation, reorganization, insolvency, receivership or

similar case or proceeding relating to the Obligor or its property or other marshalling of assets of the Obligor:

- (A) the holders of Senior Indebtedness shall be entitled to receive payment in full of all Senior Indebtedness before the Holder shall be entitled to receive any payment of principal of or interest on, or any other amount owing in respect of, the Subordinated Notes;
 - (B) until payment in full of all Senior Indebtedness, any distribution of assets of the Obligor of any kind or character to which the Holder would be entitled but for this Section 3 is hereby assigned to the holders of Senior Indebtedness absolutely and shall be paid by the Obligor or by any receiver, trustee in bankruptcy, liquidating trustee, agents or other Persons making such payment or distribution to, the Agent on behalf of the holders of Senior Indebtedness under the Credit Agreement, as their interests may appear; and
 - (C) in the event that, notwithstanding the foregoing, any payment or distribution of assets of the Obligor of any kind or character, whether in Cash, Property or Securities, shall be received by the Holder before all Senior Indebtedness is paid in full, such payment or distribution shall be held in trust for the benefit of and shall be paid over to the Agent on behalf of the holders of Senior Indebtedness under the Credit Agreement, as their interests may appear, for application to the payment of all Senior Indebtedness under the Credit Agreement until all such Senior Indebtedness shall have been paid in full after giving effect to any concurrent payment or distribution to the holders of Senior Indebtedness under the Credit Agreement in respect of such Senior Indebtedness.
- (ii) If (A) a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Obligor or its property (a “**Reorganization Proceeding**”) is commenced and is continuing and (B) the Holder does not file proper claims or proofs of claim in the form required in a Reorganization Proceeding prior to 45 days before the expiration of the time to file such claims, then (1) upon the request of the Agent, the Holder shall file such claims and proofs of claim in respect of the Subordinated Notes and execute and deliver such powers of attorney, assignments and proofs of claim or proxies as may be directed by the Agent to enable it to exercise in the sole discretion of the Agent any and all voting rights attributable to the Subordinated Notes which are capable of being voted (whether by meeting, written resolution or otherwise) in a Reorganization Proceeding and enforce any and all claims upon or in respect of the Subordinated Notes and to collect and receive any and all payments or distributions which may be payable or deliverable at any time upon or in respect of the Subordinated Notes, and (2) whether or not the Agent shall take the action described in
-

clause (1) above, the Agent shall nevertheless be deemed to have such powers of attorney as may be necessary to enable the Agent to exercise such voting rights, file appropriate claims and proofs of claim and otherwise exercise the powers described above for and on behalf of the Holder.

- (c) **Relative Rights**. This Section 3 defines the relative rights of the Holder and the holders of Senior Indebtedness. Nothing in this Section 3 shall:
- (i) impair, as between the Obligor and the Holder, the obligation of the Obligor, which is absolute and unconditional, to pay the principal of and interest on the Subordinated Notes in accordance with their terms; or
 - (ii) affect the relative rights of the Holder and creditors of the Obligor other than the holders of Senior Indebtedness; or
 - (iii) affect the relative rights of the holders of Senior Indebtedness among themselves or opposite the Obligor under the Loan Documents; or
 - (iv) prevent the Holder from exercising its available remedies upon a default, subject to the rights of the holders of Senior Indebtedness to receive cash, property or other assets otherwise payable to the Holder.
- (d) **Subordination May Not Be Impaired**.
- (i) No right of any holder of Senior Indebtedness to enforce the subordination of indebtedness evidenced by the Subordinated Notes shall in any way be prejudiced or impaired by any act or failure to act by the Obligor or by any such holder or the Agent, or by any non-compliance by the Obligor with the terms, provisions or covenants herein, regardless of any knowledge thereof which any such holder or the Agent may have or be otherwise charged with. Neither the subordination of the Subordinated Notes as herein provided nor the rights of the holders of Senior Indebtedness with respect hereto shall be affected by any extension, renewal or modification of the terms, or the granting of any security in respect of, any Senior Indebtedness or any exercise or non-exercise of any right, power or remedy with respect thereto.
 - (ii) The Holder agrees that all indebtedness evidenced by the Subordinated Notes will be unsecured by any Charge (as defined in the Credit Agreement) or by any Lien (as defined in the Indenture) upon or with respect to any property of the Obligor.
 - (iii) The Holder agrees not to exercise any offset or counterclaim or similar right in respect of the indebtedness evidenced by the Subordinated Notes except to the extent payment of such indebtedness is permitted and will not assign or otherwise dispose of the Subordinated Notes or the indebtedness which
-

it evidences unless the assignee or acquirer, as the case may be, agrees to be bound by the terms of this Agreement.

(c) Holder Entitled to Rely.

Upon any payment or distribution pursuant to this Section 3, the Holder shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section (b) are pending, (ii) upon a certificate if the liquidating trustee or agent or other person in such proceedings making such payment or distribution to the Holder or its representative, if any, or (iii) upon a certificate of the Agent or any representative (if any) of the holders of Senior Indebtedness for the purpose of ascertaining the persons entitled to participate in such payment or distribution, the holders of the Senior Indebtedness and other indebtedness of the Obligor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Section 3

4. **Enforceability.** Each of the Obligor and the Holder represents and warrants that this Agreement has been duly authorized, executed and delivered by each of the Obligor and the Holder and constitutes a valid and legally binding obligation of each of the Obligor and the Holder, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and on the date hereof, the Holder shall deliver an opinion or opinions of counsel to such effect to the Agent for the benefit of the Lenders.

5. **Miscellaneous.**

(a) Until payment in full of all the Senior Indebtedness, the Obligor and the Holder agree that no amendment shall be made to any of the Subordinated Notes which would affect the rights of the holders of the Senior Indebtedness.

(b) This Agreement may not be amended or modified in any respect, nor may any of the terms or provisions hereof be waived, except by an instrument signed by the Obligor, the Holder and the Agent.

(c) This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the Agent and each and every holder of Senior Indebtedness and their respective successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(e) The Holder and the Obligor each hereby irrevocably agrees that any suits, actions or proceedings arising out of or in connection with this Agreement may be brought in any state or federal court sitting in The City of New York or any court in the Province of Quebec and submits and attorns to the non-exclusive jurisdiction of each such court.

(f) The Holder and the Obligor will whenever and as often as reasonably requested to do so by the Agent, do, execute, acknowledge and deliver any and all such other and further acts, assignments, transfers and any instruments of further assurance, approvals and consents as are necessary or proper in order to give complete effect to this Agreement.

(g) Each of the Holder and the Obligor irrevocably appoints CT Corporation System, as its authorized agent in the State of New York upon which process may be served in any such suit or proceedings, and agrees that service of process upon such agent, and written notice of said service to CT Corporation System, by the person serving the same to the addresses listed below, shall be deemed in every respect effective service of process upon the Holder or the Obligor, as applicable, in any such suit or proceeding.

If to the Obligor:

-

If to the Holder:

-

Each of the Holder and the Obligor further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of ten years from the date of this Agreement.

IN WITNESS WHEREOF, the Obligor and the Holder each have caused this Agreement to be duly executed.

-

by

Name: ■
Title: ■

-

by

Name: ■
Title: ■

SCHEDULE “H”
JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of _____, 20 (this “**Agreement**”), by and among [NEW LENDERS] (each a “**New Lender**” and collectively the “**New Lenders**”), VIDÉOTRON LTÉE (the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto, Royal Bank of Canada, as Agent (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS reference is hereby made to the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among the Lenders party thereto from time to time and the Agent; and

WHEREAS subject to the terms and conditions of the Credit Agreement, the Borrower may increase the existing Commitments by obtaining New Commitments and entering into one or more Joinder Agreements with the New Lenders.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Each New Lender party hereto hereby agrees to commit to provide its respective New Commitment as set forth on Schedule “A” annexed hereto, on the terms and subject to the conditions set forth below:

Each New Lender (i) confirms that it has received a copy of the Credit Agreement and the other Credit Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement (this “**Agreement**”); (ii) agrees that it will, independently and without reliance upon the Agent 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 Credit Agreement; (iii) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Credit Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

Each New Lender hereby agrees to make its Commitment on the following terms and conditions:

1. **New Lenders.** Each New Lender acknowledges and agrees that upon its execution of this Agreement, such New Lender shall become a “Lender” under, and for all purposes of, the Credit Agreement and the other Credit Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.
 2. **Credit Agreement Governs.** Except as set forth in this Agreement, New Advances shall otherwise be subject to the provisions of the Credit Agreement and the other Credit Documents.
 3. **The Borrower’s Certifications.** By its execution of this Agreement, each of the undersigned officers, to the best of his or her knowledge, and the Borrower hereby certify that:
 - i. The representations and warranties contained in the Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date;
 - ii. No event has occurred and is continuing or would result from the addition of the Commitments from the New Lenders as contemplated hereby that would constitute a Default or an Event of Default;
 - iii. The Borrower has performed in all material respects all agreements and satisfied all conditions required to be performed or satisfied by it under the Credit Agreement on or before the date hereof; and
 - iv. After giving effect to this Joinder Agreement and the aggregate new Commitments, the Borrower is (and will be on a pro forma basis) in compliance with the financial tests described in Section 12.11 of the Credit Agreement.
 4. **The Borrower’s Covenants.** By its execution of this Agreement, the Borrower hereby covenants that:
 - i. The Borrower shall make all payments required pursuant to the Credit Agreement in connection with the New Commitments, including the payment of any fees in respect of such New Commitment; and
 - ii. The Borrower shall deliver or cause to be delivered the legal opinions and documents required pursuant to subsection 2.4.3 of the Credit Agreement.
-

5. **Notice.** For purposes of the Credit Agreement, the initial notice address of each New Lender shall be as set forth below its signature below.
6. **Recording of the New Loans.** Upon execution and delivery hereof, the Agent will record the New Advances made by New Lenders in the Register.
7. **Amendment, Modification and Waiver.** This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.
8. **Entire Agreement.** This Agreement, the Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
9. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the province of Quebec.
10. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

____].
IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of [____,

[NAME OF NEW LENDER]

By: _____
Name:
Title:

Notice Address:

Attention:
Telephone:
Facsimile:

VIDÉOTRON LTÉE

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA
as Agent

By: _____
Name:
Title:

**SCHEDULE A
TO JOINDER AGREEMENT**

Name of Lender	Type of Commitment	Amount
[]	New Commitment	\$
		Total: \$

**SCHEDULE “I”
NOTICE OF CONVERSION OR ROLLOVER**

TO: ROYAL BANK OF CANADA, as Agent

FROM: VIDÉOTRON LTÉE

DATE:

1) This notice of conversion or rollover is delivered to you pursuant to the Amended and Restated Credit Agreement dated as of January 28, 2026 entered into among, *inter alios*, Vidéotron Ltée, as Borrower, the financial institutions party thereto from time to time, as Lenders, and Royal Bank of Canada, as Agent (as amended, supplemented, restated, replaced or otherwise modified at any time and from time to time, the “**Credit Agreement**”). All defined terms set forth in this notice of conversion or rollover shall have the respective meanings set forth in the Credit Agreement.

2) We hereby request the **[conversion] [rollover]** of the Advance under the Revolving Facility Tranche A described below, the whole as indicated in the table below, such **[conversion] [rollover]** to occur on _____ : [: **Delete paragraph 2 and table if not applicable**

<u>From:</u> (Original Advance)	<u>To:</u> ([Converted] [Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

3) We hereby request the **[conversion] [rollover]** of the Advance under the Revolving Facility Tranche B described below, the whole as indicated in the table below, such **[conversion] [rollover]** to occur on _____ : **[NOTE: Delete paragraph 3 and table if not applicable]**



<u>From:</u> (Original Advance)	<u>To:</u> ([Converted][Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

4) We hereby request the [~~conversion~~] [~~rollover~~] of the Advance under the Revolving Facility Tranche C described below, the whole as indicated in the table below, such [~~conversion~~] [~~rollover~~] to occur on _____ : [~~Delete paragraph 4 and table if not applicable~~]

<u>From:</u> (Original Advance)	<u>To:</u> ([Converted][Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

5) We hereby request the [~~conversion~~] [~~rollover~~] of the Advance under the Revolving Facility Tranche D described below, the whole as indicated in the table below, such [~~conversion~~] [~~rollover~~] to occur on _____ : [~~NOTE: Delete paragraph 5 and table if not applicable~~]



<u>From:</u> (Original Advance)	<u>To:</u> ([Converted][Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

6) We hereby request the [conversion] [rollover] of the Advance under the Term Facility Tranche B described below, the whole as indicated in the table below, such [conversion] [rollover] to occur on _____.

[The [Converted][Rollover] Advance includes an FX Fluctuation Adjustment of ____ US\$] OR [The amount of the [Converted][Rollover] Advance is less than the amount of the original Advance as a result of a Term Facility FX Excess in the amount of ____ US\$. The Borrower will make a partial repayment of the principal amount of the Loan Obligations under Term Facility Tranche B in an amount equal to such excess within 3 Business Days.] [NOTE: Delete paragraph 6 and table if not applicable]

Term Facility Tranche B

<u>From:</u> (Original Advance)	<u>To:</u> ([Converted][Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

7) We hereby request the [conversion] [rollover] of the Advance under the Term Facility Tranche C described below, the whole as indicated in the table below, such [conversion] [rollover] to occur on _____.



[The [Converted][Rollover] Advance includes an FX Fluctuation Adjustment of ____ US\$] OR [The amount of the [Converted][Rollover] Advance is less than the amount of the original Advance as a result of a Term Facility FX Excess in the amount of ____ US\$. The Borrower will make a partial repayment of the principal amount of the Loan Obligations under Term Facility Tranche C in an amount equal to such excess within 3 Business Days.] [NOTE: Delete paragraph 7 and table if not applicable]

Term Facility Tranche C

<u>From:</u> (Original Advance)	<u>To:</u> ([Converted][Rollover] Advance)
Date of Advance:	Date of Advance:
Amount of Advance:	Amount of Advance:
Currency of Advance (\$ or US\$):	Currency of Advance (\$ or US\$):
Type of Advance:	Type of Advance:
Interest Period(s) (if any):	Interest Period(s) (if any):
Maturity Date(s) (if applicable):	Maturity Date(s) (if applicable):

8) We have understood the provisions of the Credit Agreement which are relevant to the furnishing of this notice of conversion or rollover. To the extent that this notice of conversion or rollover evidences, attests or confirms compliance with any covenants or conditions precedent provided for in the Credit Agreement, we have made such examination or investigation as was, in our opinion, necessary to enable us to express an informed opinion as to whether such covenants or conditions have been complied with.

9) WE HEREBY CERTIFY THAT, in our opinion, as of the date hereof:

(a) All of the representations and warranties of the Borrower contained in Article 11 of the Credit Agreement (except where qualified in Article 11 as being made as at a particular date) are true and correct on and as of the date hereof as though made on and as of the date hereof.

(b) No Event of Default has occurred and no Default has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

Title: _____



List of Subsidiaries of Videotron Ltd.

Name of Subsidiary	Jurisdiction of Incorporation or Organization	Equity Interest/Voting Interest
Videotron Infrastructures Inc.	Canada	100% / 100%
Videotron US Inc.	Delaware	100% / 100%
SETTE Inc.	Québec	84.53% / 84.53%
Fizz Mobile & Internet Inc.	Québec	100% / 100%
Freedom Mobile Distribution Inc.	Alberta	100% / 100%
9176-6857 Québec Inc.	Québec	100% / 100%
9525-7705 Québec Inc.	Québec	100% / 100%

**Certification of the Principal Executive Officer of
Videotron Ltd.
pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Pierre Karl Péladeau, President of Videotron Ltd. (the “Company”), certify that:

1. I have reviewed this annual report on Form 20-F of the Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: March 27, 2026

/s/ Pierre Karl Péladeau
Name: Pierre Karl Péladeau
Title: President

**Certification of the Principal Financial Officer of
Videotron Ltd.
pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jean-François Lescadres, Senior Vice President and Chief Financial Officer of Videotron Ltd. (the "Company"), certify that:

1. I have reviewed this annual report on Form 20-F of the Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 27, 2026

/s/ Jean-Francois Lescadres

Name: Jean-Francois Lescadres

Title: Senior Vice President and Chief Financial Officer

**Certification of the Principal Executive Officer of
Videotron Ltd.
pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Videotron Ltd. (the "Company") on Form 20-F for the year ending December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Pierre Karl Péladeau, President of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 27, 2026

/s/ Pierre Karl Péladeau
Name: Pierre Karl Péladeau
Title: President

The foregoing certification is being furnished solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.

**Certification of the Principal Financial Officer of
Videotron Ltd.
pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Videotron Ltd. (the "Company") on Form 20-F for the year ending December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jean-François Lescadres, Senior Vice President and Chief Financial Officer, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 27, 2026

/s/ Jean-Francois Lescadres

Name: Jean-Francois Lescadres

Title: Senior Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.
