
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, 2023
- 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.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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

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

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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 5¾% Senior Notes due June 15, 2024, its 5¾% Senior Notes due June 15, 2025, its 5¼% Senior Notes due January 15, 2026, its 5¼% Senior Notes due April 15, 2027, its 3¾% Senior Notes due June 15, 2028, its 3¾% Senior Notes due June 15, 2029, its 4½% Senior Notes due January 15, 2030 and its 3¾% Senior Notes due January 15, 2031.

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, 2023, 2022 and 2021 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 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 from operating activities 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 from operating activities, consolidated net debt leverage ratio, revenue-generating unit (“RGU”) and average monthly revenue per unit (“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 from operating activities 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, 2023.

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 successfully continue developing its network and facilities-based mobile services;
- general economic, financial or market conditions and variations in its businesses;
- the intensity of competitive activity in the industries in which Videotron operates;
- 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 business;
- Videotron's ability to implement its business and operating strategies successfully and to manage its growth and expansion;
- risks relating to the acquisition of Freedom Mobile Inc. ("**Freedom**"), including Videotron's ability to successfully integrate Freedom's operations and to realize synergies, and potential unknown liabilities or costs associated with the acquisition of Freedom;
- the anticipated benefits and effects of the acquisition of Freedom, which may not be realized in a timely manner or at all, and ongoing operating costs and capital expenditures, which could be different than anticipated, as well as unanticipated litigation or other regulatory proceedings associated with the acquisition of Freedom, which could result in changes to the parameters of the transaction;
- the impacts of the significant and recurring investments that will be required in our new Freedom, Videotron mobile virtual network operator ("**MVNO**") and other markets for development and expansion and to compete effectively with the incumbent local exchange carriers ("**ILECs**") and other current or potential competitors in these markets, including the fact that the post-acquisition Videotron business will continue to face the same risks that Videotron currently faces, but will also face increased risks relating to new geographies and markets;
- disruptions to the network through which Videotron provides its television, Internet access, mobile and wireline telephony and over-the-top ("**OTT**") video services, and its ability to protect such services from piracy, unauthorized access or other security breaches;
- labor disputes or strikes;

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- service interruptions resulting from equipment breakdown, network failure, the threat of natural disasters, epidemics, pandemics and other public health crises and political instability in some countries;
- the impact of emergency measures implemented or that may be implemented by various levels of government;
- 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 the loss (or reduction in value) of its licenses or markets, or in an increase in competition, compliance costs or capital expenditures;
- Videotron’s substantial indebtedness, the tightening of credit markets, and the restrictions on its business imposed by the terms of its debt; and
- interest rate fluctuations that affect a portion of Videotron’s interest payment requirements on long term 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. The factors below should be considered in connection with any forward-looking statements in this document and with the cautionary statements contained in the section "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

The following is a summary of the risk factors the Corporation faces. Investors should read this "Risk Factors" section in full.

- 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's geographic expansion, by acquiring Freedom and by entering new territories as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.
- The Corporation expects to make significant investments in connection with its new Freedom and Videotron 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 could be adversely impacted by consumer trends to abandon traditional telephony and television services.
- The Corporation may need to support increasing costs in securing access to support structures needed for its networks.
- 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.
- 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.

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- If the Corporation does not effectively manage its growth, its business, results of operations and financial condition could be adversely affected.
- The Corporation may not be able to obtain additional capital to implement its business strategies and make capital expenditures.
- 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 may not successfully implement its business and operating strategies.
- The Corporation's inventory may become obsolete.
- The Corporation depends on key personnel and its inability to attract and retain skilled employees may have an adverse effect on its business, prospects, results of operations and financial condition.
- The Corporation may be adversely affected by strikes, other labor protests and health risks affecting its employees.
- 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 rising adoption of web-based and application-based channels may adversely affect the customer reach of the Corporation's sales network.
- 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's reputation may be negatively impacted, which could have a material adverse effect on its business, 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.
- 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 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.
- Malicious and abusive Internet practices could impair the Corporation's wireline and mobile services as well as its fiber-optic connectivity business.
- 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 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 may be adversely affected by litigation and other claims.
- The Corporation's businesses depend on not infringing the intellectual property rights of others and on using and protecting its intellectual property rights.

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- 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 Corporation may be adversely affected by exchange rate fluctuations.
- The 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 Corporation may be adversely affected by widespread inflation and adverse economic conditions.
- The Corporation could be adversely impacted by pandemics, epidemics and other public health issues.
- 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 undertakes acquisitions, dispositions, business combinations, or joint ventures from time to time which may involve significant risks and uncertainties.
- The rapid development in AI technology creates heightened difficulty and risk for the Corporation in managing personal data and information, add costs and increases the danger posed by cybersecurity threats.
- 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 is required to provide third party Internet access providers with access to its cable network, which may result in increased competition.
- ISED may not renew the Corporation's mobile spectrum licenses on acceptable terms, or at all.
- The Corporation may be adversely affected if it does not qualify for government programs.
- The Corporation is subject to a variety of environmental laws and regulations, including in relation to the transition to lower-emission operations.
- Concerns about alleged health risks relating to radiofrequency emissions may adversely affect the Corporation's business.
- The Corporation's indebtedness and significant 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.
- 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.
- 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.
- There is no public market for the Corporation's Senior Notes.
- 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.
- The market value of the Senior Notes will fluctuate as prevailing interest rates change.

- 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 Corporation's Senior Notes are subject to restrictions on transfer or resale.
- U.S. investors in the Corporation's Senior Notes may have difficulties enforcing civil liabilities.
- Although the Corporation's Senior Notes are referred to as "senior notes," they are effectively subordinated to its secured indebtedness and structurally subordinated to the liabilities of its subsidiaries that do not guarantee the Senior Notes.
- The Corporation's credit ratings may not reflect the risks of investing in the Senior Notes.
- Many of the covenants in each indenture governing the Senior Notes will not apply from and after such time that the Senior Notes are rated investment grade by any two of Moody's, Standard & Poor's and DBRS, even if the Senior Notes are subsequently rated below investment grade.
- The Corporation is controlled by Quebecor Media and its interests may differ from those of holders of the Senior Notes.

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, their service offering includes a full range of telecommunications services, or is limited to mobile telephony services. In addition, users of mobile voice and data systems may find their communication needs satisfied by other current adjunct technologies, such as Wi-Fi, "hotspots" or trunk radio systems, which have the technical capability to handle mobile data communication and mobile telephone calls. 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 in order to acquire additional market share. Furthermore, the CRTC's decision ordering the national incumbent wireless carriers to provide MVNO access services to regional wireless carriers for a period of seven years stands to have 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 new competitors; increased competition could have a material adverse effect on its business, prospects, revenues, financial condition, and results of operations.

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 technologies, in certain territories offering download speeds comparable, or superior to the Corporation's. In addition, satellite operators such as Xplore, Telesat and Starlink are increasing their existing high-speed Internet access capabilities with the launch of high-throughput satellites, targeting households in low population density and remote locations and claiming future download speeds comparable to the Corporation's low and medium download speeds. Furthermore, some of the Corporation's competitors are starting to offer fixed wireless access ("FWA") in Québec, which is a new form of competition for the Corporation. The development of FWA's technologies and offerings may lead to greater competition in the Corporation's markets. Finally, certain municipalities also plan to build and operate their own broadband networks. They plan to do so through public/private partnership arrangements, competing directly with the Corporation in some of its local markets.

The Corporation also faces competition from several resellers who have access to the wholesale third party Internet access ("TPIA") service mandated by the CRTC. These TPIA providers may also provide telephony and networking applications, and have entered the Internet protocol television ("IPTV") market. In recent years, ILECs and broadcasting distribution undertakings ("BDUs") have purchased major TPIA providers, leading to players with increased resources and stronger competition. See also the risk factor "*The Corporation is required to provide TPIA providers with access to its networks, which may result in increased competition.*"

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 having 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 (which are, in part, due to the fact that they do not contribute financially to the Canadian traditional television business model or Internet infrastructure, and are not subject to CRTC regulations) make the Corporation's traditional offer less appealing for its customers and may affect its ability to retain and acquire customers. Consequently, this could place the Corporation at a competitive disadvantage, lead to increased operational costs and have an adverse effect on 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, 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.

Fierce 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. Furthermore, the Corporation's expansion outside of Québec into the markets where Freedom operates, will likely increase competition further or exacerbate the fierce price competition in all of the Corporation's businesses. This could have an adverse effect on its business, revenues, financial condition, and results of operations. See also the risk factor "*The Corporation's geographic expansion, by acquiring Freedom and by entering new territories as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

The Corporation's geographic expansion, by acquiring Freedom and by entering new territories 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.

On April 3, 2023, the Corporation acquired all the issued shares of Freedom from Shaw Communications Inc. (“**Shaw**”) for a cash consideration of \$2.07 billion, net of cash acquired of \$103.2 million (the “**Freedom Acquisition**”). As part of the Freedom Acquisition, Videotron assumed certain debts, mainly lease obligations. The consideration paid is still subject to certain post-closing adjustments. The Freedom Acquisition immediately preceded the acquisition of Shaw by Rogers Communications Inc. (“**Rogers**”). All required regulatory approvals were obtained prior to both transactions. The Freedom Acquisition includes the Freedom-brand’s entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets. It 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. Rogers also undertook to provide the Corporation with customary transition services for a period of time post-closing to facilitate the operation of Freedom and the separation of Freedom’s business from the other businesses of Shaw. Upon expiration or termination of these service agreements, if the Corporation is unable to replace them at an acceptable cost, its cost structure could increase significantly and, consequently, its business, prospects, financial condition and results of operations could be negatively affected. As part of the regulatory approval process, the Corporation has also made certain commercial commitments to the Minister of Innovation, Science and Industry. In the event that these commitments are not respected, Videotron could be liable to pay damages in the amount of \$25 million per year in which these commitments are not respected for each of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth years, up to a maximum of \$200 million.

To finance the Freedom Acquisition, Videotron entered on April 3, 2023, into a new \$2.10 billion secured term credit facility with a syndicate of financial institutions, consisting of three tranches of equal size maturing in October 2024, April 2026 and April 2027, respectively. The term credit facility bears interest at Bankers’ acceptance rate, Secured Overnight Financing Rate (“**SOFR**”), Canadian prime rate or U.S. prime rate, plus a premium determined by Videotron’s leverage ratio. On April 10, 2023, Videotron entered into a floating-to-fixed interest rate swap in relation with the \$700.0 million tranche maturing in April 2027, fixing the interest rate at 5.203% based on Videotron’s then applicable leverage ratio. The swap became effective on May 4, 2023 and matures on April 3, 2027.

Achieving the anticipated benefits of the Freedom Acquisition in a timely manner depends on the Corporation’s ability to consolidate and integrate Freedom’s businesses, operations, and workforce in a manner that facilitates growth opportunities and achieves the projected cost savings and revenue growth without adversely affecting the Corporation’s current operations. Integrating Freedom may be challenging and time-consuming, and may result in additional and unforeseen expenses, capital investments and financial risks, such as the incurrence of unexpected write-offs, the possible effect of adverse tax treatments and unanticipated or unknown liabilities or risks relating to Freedom. The outcome of unforeseen litigation or other regulatory proceedings associated with the Freedom Acquisition could also result in changes to the parameters of the transactions. All of these factors could decrease or delay the expected benefits of the Freedom Acquisition. Even if the Corporation successfully integrates Freedom’s businesses, the anticipated benefits of the Freedom Acquisition may not be fully realized or they could take longer to realize than expected.

The Freedom Acquisition will support the expansion of the Corporation’s telecommunications operations as it has led to an increase in reach of its mobile network from 7.5 million Canadians (or 20% of the Canadian population) to more than 26 million Canadians (or 70% of the Canadian population). The Corporation has entered the British Columbia and Alberta telecommunications markets through the Freedom Acquisition and strengthened its position in the Ontario market, such that approximately 45% of mobile subscribers of the Corporation are in Québec, 40% in Ontario and 15% in Western Canada. These markets are characterized by the significant presence of three well-established national wireless carriers, including two ILECs and a BDU, with a wide range of spectrum licenses and considerable operational and financial resources. The Corporation anticipates that significant and recurring investments and costs will be required in these new markets in order to, among other things, attract and retain customers, acquire new spectrum license 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 the ILECs and other 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.

As of October 2023, the Corporation began expanding its wireless business outside of its traditional Québec footprint by entering new markets as a MVNO. Entering new markets as a MVNO 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 a MVNO. In particular, the Corporation is expected to benefit from the MVNO service access for a limited period of seven years from the date of final approval by the CRTC of the tariffed terms and conditions (the “**phase out period**”), and is subject to the conditions under which its spectrum licenses were issued. Failure to adequately expand its own wireless network before the end of the phase out period expose 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 or to be in breach of its spectrum license conditions.

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 new Freedom and Videotron 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 mobile technologies and to expand geographically. The Corporation also expects to make significant and recurring investments in its new Freedom and Videotron markets as well as in additional locations to acquire new spectrum licenses, including in Manitoba, in order to, among other things, enable the deployment of the latest technologies, enable the expansion and maintenance of newly acquired mobile networks, 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 acquiring Freedom and by entering new territories 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 technology, 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 immediate 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 demands 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. 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 could be adversely impacted by consumer trends to abandon traditional telephony and television services.

The recent trend towards mobile substitution (when users cancel their wireline telephony services 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 OTT entertainment platforms, which could have a material adverse effect on its business, prospects, revenues, results of operations and financial condition.

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 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. 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 to 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. Its inability to extend its worldwide coverage or to renew, or substitute for, these roaming agreements on acceptable terms, may place the Corporation at a competitive disadvantage, which could adversely affect its ability to operate its mobile business successfully and profitably. In addition, if the Corporation is unable to renew, or substitute for, these roaming agreements on a timely basis and at an acceptable cost, its cost structure could materially increase, 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 accelerate, driven by the following increases: levels of broadband penetration; need for personal connectivity and networking; teleworking; 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 technology, 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, ISED 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 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 acquiring Freedom and by entering new territories 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."

If the Corporation does not effectively manage its growth, its business, results of operations and financial condition could be adversely affected.

The Corporation has experienced substantial growth in its business and has significantly expanded its operations over the years. The Corporation has sought in the past, and may, in the future, seek to further expand the types of businesses and geographic areas in which it operates, under appropriate conditions. The Corporation can provide no assurance that it will be successful in either developing or fulfilling the objectives of any such business expansion.

In addition, the Corporation's expansion may require the Corporation to incur significant costs or divert significant resources, and may limit its ability to pursue other strategic and business initiatives, which could have an adverse effect on its business, prospects, results of operations and financial condition. Furthermore, if the Corporation is not successful in managing its growth, or if it is required to incur significant or unforeseen costs, its business, prospects, results of operations and financial condition could be adversely affected. See also the risk factor "*The Corporation's geographic expansion, by acquiring Freedom and by entering new territories as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

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 expansion outside of Québec, 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 acquiring Freedom and by entering new territories as an MVNO, involves significant risks and uncertainties which could have a material adverse impact on the Corporation.*"

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, including the Freedom Acquisition, 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 geographies, 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's inventory may become obsolete.

The Corporation's products and equipment in inventory generally have a relatively short lifecycle and may become obsolete due to frequent technological changes. If the Corporation cannot effectively manage inventory levels based on product demand, or minimum order quantities from its suppliers, this could increase the risk of inventory obsolescence and could have an adverse effect on its business, financial condition and results of operations.

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

The Corporation's success depends to a large extent on the well-being and engagement of its team members, their diverse abilities and experiences, the continued services of its senior management and its ability to attract and retain skilled employees. There is intense competition for qualified management and skilled employees in the Corporation's industry. As a result, the Corporation may experience higher than anticipated levels of employee attrition. These risks relating to attracting and retaining strong talent may be exacerbated by recent labor constraints and inflationary pressures on employee wages and benefits. The Corporation's failure to recruit, train and retain such employees could have a material adverse effect on its business, prospects, results of operations and financial condition.

In addition, in order to implement and manage its businesses and operating strategies effectively, the Corporation must sustain a high level of efficiency and performance, continually enhance its operational and management systems, and continue to effectively attract, train, motivate and manage its employees. Labor shortages could negatively affect the Corporation's ability to succeed in its efforts. If the Corporation is not successful in this respect, it may have a material adverse effect on its business, prospects, results of operations and financial condition.

The Corporation may be adversely affected by strikes, other labor protests and health risks affecting its employees.

The Corporation can neither predict the outcome of current or 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 current or 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 current or 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.

Health threats to the Corporation's employees resulting from epidemics, pandemics or other health issues could adversely affect its business, assets, financial conditions, results of operations and reputation.

The COVID-19 pandemic has accelerated the Corporation's adoption of a remote work policy establishing guidelines for its employees when working from home. Remote work arrangements of its employees and those of certain of its suppliers could introduce additional operating risks including, but not limited to, confidentiality risks, privacy risks, information security risks, health and safety risks and impair its ability to manage its business. This situation could also result in an increase in the number of legal proceedings and other claims related to the pursuit of its activities outside of its usual premises.

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 financial performance of the Corporation's television, subscription-based OTT entertainment (Club illico and Vrai), video-on-demand ("VOD") and mobile services 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. On May 12, 2023, the CRTC launched the first phase of its consultations to implement Bill C-11 and modernize Canada's broadcasting system. The objective of this first step is to define the conditions of registration and service as well as the initial framework of contributions for foreign and domestic OTT content providers. This consultation will be followed by phase 2 and 3. As the CRTC will progressively adopt the modernized regulatory framework, foreign OTT content providers will be subjected to obligations to promote Canadian cultural products and make material expenditures in order to support local cultural production. Bill C-11 could increase competition and put greater pressure on 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 sales 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 customers' demands, 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.

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 and to attract new customers depends to a large extent on its reputation. While it 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. 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 may 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.

On September 22, 2021, Québec's National Assembly adopted Bill 64, *An Act to modernize legislative provisions as regards the protection of personal information*. The first and second sets of requirements came into force on September 22, 2022 and September 22, 2023 respectively, with the remainder coming into force in 2024. The bill modifies the obligations of public bodies and private sector enterprises by modernizing the framework applicable to the protection of personal information and imposes new obligations on the Corporation. Bill 64 adds important deterrent powers to the authorities in charge of their application. 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. 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.

In June 2022, the Canadian government introduced Bill C-27, the Digital Charter Implementation Act, 2022, which aims to replace Canada's federal private sector privacy legislation, to create a new tribunal and to propose new rules for artificial intelligence systems. If enacted in its current form, Bill C-27 could result in additional compliance costs for the Corporation and expose the Corporation to significant monetary penalties in the event of non-compliance.

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

Although the Corporation has implemented and regularly reviews and updates processes and procedures to protect against customers and business service interruption, unauthorized access to or use of sensitive data, including data of its customers, and to prevent data loss or theft, and, although ever-evolving cyber-threats require the Corporation to continually evaluate and adapt its systems, infrastructure, networks and processes, the Corporation cannot assure that its systems, infrastructure, networks and processes, as well as those of its suppliers, will be adequate to safeguard against 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 and the increased sophistication of cyber-attacks and data security breaches, as well as due to international and domestic political factors including geopolitical tensions, armed hostilities, war, civil unrest, sabotage and terrorism. Because of the nature of its infrastructure and its use of information systems and other digital technologies, the Corporation faces a heightened risk of cyber-attacks. With social media increasingly prevalent, social engineering has become a powerful tool to conduct identity theft and fraud trying to access 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 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 protect its services and data from piracy. It may be unable to prevent electronic attacks to gain unauthorized access to its networks, digital programming, and Internet access services. The Corporation uses encryption technology to protect its television signals and OTT service from unauthorized access and to control programming access based on subscription packages. 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, 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. Furthermore, some of its competitors benefit from higher purchasing volumes which may provide them the ability to negotiate better prices and faster deliveries from manufacturers.

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.

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 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 effect 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, 2023, 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 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, as adjusted for counterparties' non-performance risk. At December 31, 2023, the net aggregate fair value of the Corporation's cross-currency swaps and foreign-exchange forward contracts was in a net asset position of \$110.8 million on a consolidated basis. These swaps and forward contracts were entered into with large Canadian and foreign financial institutions. 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.

The 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. Those 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.

Some of the Corporation's debt has a variable rate of interest linked to various interest rate benchmarks, such as the Canadian bankers' acceptance rate or the U.S. dollar SOFR. Certain interest rate benchmarks, such as the Canadian bankers' acceptance rate, are in process of being replaced with alternative interest rate benchmark rates which meet new regulatory and market requirements. The consequences of this development cannot be entirely predicted, but could include an increase in the cost of the Corporation's variable rate indebtedness.

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 widespread inflation and adverse economic conditions.

Widespread and sustained inflation and related interest rate increases are resulting in higher input costs for equipment, products and services, upward wage pressures and higher interest expense. Economic weakness and 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, 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. This may also make it difficult for the Corporation to raise its prices enough to offset rising costs, increased costs of borrowing and reduced amount of funding available 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. For example, in response to increasing inflation, the Bank of Canada and the U.S. Federal Reserve, along with central banks around the world, have been raising interest rates and signaled potential additional rate increases. It is difficult to predict the impact of such events on the Corporation, its customers or economic markets more broadly, which 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.

Pandemic, such as the COVID-19 pandemic, 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 acquiring Freedom and by entering new territories 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.

The rapid development in AI technology creates heightened difficulty and risk for the Corporation in managing personal data and information, add costs and increases the danger posed by cybersecurity threats.

The Corporation notes heightened difficulty and risk in managing personal data and information collected and mobilized using artificial intelligence ("AI") technology. If Bill C-27, the Digital Charter Interpretation Act, 2022 introduced by the Canadian government, which is proposing new rules to private sector privacy legislation and to the regulation of AI and data used in connection with AI, is passed, the Corporation may incur additional compliance costs and be exposed to important monetary penalties in the event of non-compliance. Moreover, the rapid development in AI technology has significantly increased the danger posed by cybersecurity threats and require greater monitoring and improved risk management solutions to minimize the impact of these threats.

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.

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.

The CRTC launched a comprehensive review of the wireless market. The federal government had requested that the CRTC consider competition, affordability, consumer interests and innovation in its decisions. In a recent decision, 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 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. The most recent regulation from the CRTC in that matter has ruled out, for the moment, the inclusion of Internet of Things ("IoT") and fixed wireless services from the MVNO regulatory framework. This potential increase in competition in the Corporation's mobile telephony business combined with the consequences of the recent CRTC regulation could have a material adverse effect on the Corporation's business, prospects, revenues, financial condition and results of operations.

In light of the Corporation's geographic expansion for its wireless business, the Corporation will face important challenges and uncertainty when negotiating with national incumbent wireless carriers and BDUs in order to reach an agreement for the MVNO access service wholesale rates. In this context, the access rates for MVNO were determined through final offer arbitration ("FOA") with Rogers. The CRTC selected Quebecor's final offer in this matter. However, it is worth noting that Rogers has filed an appeal challenging this decision. Similarly, for Bell's services, MVNO access rates were established through FOA, with the CRTC opting for Bell's final offer. Following the failure of commercial negotiations on access rates with TELUS, the CRTC accepted the Corporation's FOA request. There is currently uncertainty regarding what wholesale rates will be applicable between the Corporation and TELUS and the time that will be required for such wholesale rates to be determined. Moreover, aside from fulfilling its spectrum license deployment obligations, the mandated MVNO service will be gradually discontinued after seven years. Consequently, the Corporation will be required to deploy and enhance its independent wireless network in the regions where it operates as an MVNO. Neglecting to sufficiently expand its proprietary wireless infrastructure may subject the Corporation to risks, especially if it finds itself unable to cater to its customers when the MVNO services will have been 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 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."

In March 2023, the CRTC launched a process for additional comments and requests for information following the submission, in May 2022, of a joint application from a group of operators including the Corporation, asking the Commission to undertake an in-depth review of the wholesale roaming rates of national wireless carriers. Furthermore, the manner in which wholesale roaming rates are determined could yield diverse outcomes for the Corporation. High wholesale roaming rates could adversely affect the Corporation's ability to provide comprehensive coverage or substantially increase its cost structure, and this could have a material adverse effect on the Corporation's business, financial condition, and results of operations.

The Corporation is required to provide TPIA providers with access to its cable network, which may result in increased competition.

The largest ILECs and 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 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, on March 8, 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 wholesale access service framework and that viable access to fiber-to-the-premises (“FTTP”) facilities by competitors is of particular concern. In light of the above, the CRTC launched a notice of consultation to review the wholesale access service framework. While it carries 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. Videotron 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. Concurrently with the publication of this decision, the CRTC launched a consultation to review its existing framework for wholesale access. The CRTC’s review could lead to mandated arrangements which could permit Internet resellers to enhance their service offerings and/or their competitive positions in the retail market, thereby affecting the Corporation’s ability to recover its cost of providing underlying network services. On November 6, 2023, the CRTC directed Bell and TELUS to provide workable wholesale access to their FTTP networks in Ontario and Québec within six months of the date of the decision. Bell filed a motion for leave to appeal this decision, which was subsequently granted. The Federal Court of Appeal (“FCA”) will hear the case on its merits in the coming months. Concurrently, Bell also filed an appeal with the federal cabinet. Videotron has intervened to gain access to the FTTP networks of Bell and TELUS. The implementation of final wholesale rates that are significantly different from the rates proposed by the Corporation could have a material adverse effect on the Corporation’s business, financial condition, and results of operations.

In March 2023, following the CRTC decision in which it addresses the effectiveness of the wholesale access service framework, the Government of Canada issued a new policy direction to the CRTC to put in place new rules to improve competition and support consumers, leading to lower prices and better telecommunications services for Canadians. At this time, it is unclear what impact, if any, the new policy direction could have on the Corporation’s business and financial results.

ISED may not renew the Corporation’s mobile spectrum licenses on acceptable terms, or at all.

The Corporation’s AWS-1 licenses were renewed in December 2018 for a 20-year term. The Corporation’s other spectrum licenses, including in the AWS-3, 700 MHz, 2500 MHz, 600 MHz, 3500 MHz, and 3800 MHz bands, are issued for 20-year terms from their respective dates of issuance. At the end of these terms, the Corporation expects that 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. 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 point during the term of its licenses, the Corporation is not in compliance with its deployment conditions, ISED 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 may determine that the most appropriate course of action is to revoke the license.

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 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.

The Corporation is subject to a variety of environmental laws and regulations, including in relation to the transition to lower-emission operations.

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 emissions and increase 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 greenhouse gas ("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.

Finally, climate change is increasing the severity and frequency of extreme weather-related events, which could potentially result in damages to the Corporation's infrastructure and properties. These physical risks could increase 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.

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 significant 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.

The Corporation currently has a substantial amount of debt and significant interest payment requirements. The Freedom Acquisition resulted in a significant increase in the Corporation's outstanding debt. As at December 31, 2023, the Corporation had \$7.61 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.

Although the Corporation has significant indebtedness, as at December 31, 2023, it had more than \$1.64 billion available for additional borrowings under its existing credit facilities on a consolidated basis, and the indentures governing its outstanding Senior Notes would permit it to incur substantial additional indebtedness in the future. 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, 2023, 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.

The Corporation's credit facilities and the respective indentures governing its Senior Notes contain a number of operating and financial covenants, which may vary depending on their respective governing terms, restricting its ability to, among other things:

- borrow money or sell preferred stock;
- create liens;
- 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;
- issue guarantees of debt; 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. In addition, if the Corporation incurs additional debt in the future or refinances existing debt, it may be subject to additional covenants, which may be more restrictive than those to which it is currently subject. 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 "*The 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, the interest of securities dealers in making a market in its Senior Notes, applicable regulations, 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.

In addition, the market for non-investment grade debt has historically been subject to disruptions that have caused volatility in prices of securities. It is possible that the market for the Corporation's Senior Notes will be subject to such disruptions. Any such disruptions may have a negative effect on a holder's ability to sell the Corporation's Senior Notes, regardless of its prospects and financial performance.

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 would 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 its secured indebtedness 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 effectively subordinated to any borrowings under its secured credit facilities to the extent of the value of the assets securing such secured credit facilities and 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 additional 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. Consequently, real or anticipated changes in the Corporation's credit ratings will generally affect the value of the Senior Notes. 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. Each agency's rating should be evaluated independently of any other agency's rating. There can be no assurance that the Corporation's 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 downgrade in the Corporation's corporate credit ratings or other credit ratings may increase its cost of borrowing and may negatively impact its ability to raise additional debt capital. Actual or anticipated changes or downgrades in the Corporation's credit ratings, including any announcement that its ratings are under review for a downgrade, could affect the value of the Senior Notes, may increase the Corporation's borrowing costs and may negatively impact its ability to incur additional debt.

Many of the covenants in each indenture governing the Senior Notes will not apply from and after such time that the Senior Notes are rated investment grade by any two of Moody's, Standard & Poor's and DBRS, even if the Senior Notes are subsequently rated below investment grade.

Many of the covenants contained in each indenture governing the respective Senior Notes will not apply from and after such time that the Senior Notes are rated investment grade by any two of Moody's Investors Service ("Moody's"), S&P Global Ratings ("Standard & Poor's") and DBRS Limited ("DBRS"), and such covenants will not be reinstated if the Senior Notes are subsequently downgraded below investment grade. These covenants restrict, among other things, the ability of the Corporation and its restricted subsidiaries to incur or guarantee additional indebtedness or issue preferred stock, to pay distributions on, redeem or repurchase capital stock or redeem or repurchase certain debt, sell assets, enter into certain merger transactions, enter into transactions with affiliates, enter into agreements limiting the ability of subsidiaries to make distributions and enter into certain other transactions. There can be no assurance that the Senior Notes will ever be rated investment grade, or that the Senior Notes will maintain such ratings. However, termination of these covenants will allow the Corporation to engage in certain actions that would not have been permitted were these covenants in force, even if the Senior Notes are subsequently downgraded below investment grade.

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

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

Also, Quebecor Media is a holding company with no significant assets other than its equity interests in its subsidiaries. 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" elsewhere 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) 281-1232. 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 to which it is made reference 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 2025, 2026, 2028, 2030 and 2031) is CT Corporation System, 28 Liberty Street, New York, New York 10005.

Since December 31, 2020, Videotron has undertaken and/or completed several business acquisitions, combinations, divestitures and business development projects and financing transactions, including, among others, the following:

- 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. 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, Quebecor 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. The consideration paid is subject to certain post-closing adjustments. Videotron's acquisition of Freedom includes the Freedom Mobile 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. The term credit facility consists of three tranches of equal size maturing in October 2024, April 2026 and April 2027, bearing interest at Bankers' acceptance rate, SOFR, Canadian prime rate or U.S. prime rate, plus a premium determined by Videotron's leverage ratio. On April 10, 2023, Videotron entered into a floating to fixed interest rate swap agreement in connection with the \$700.0 million tranche maturing in April 2027, fixing the interest rate at 5.203% based on Videotron's leverage ratio at that time. The swap became effective on May 4, 2023 and matures on April 3, 2027.
- On January 17, 2023, Videotron issued a \$836.0 million promissory note to Quebecor Media, bearing interest at 7.000%.
- On January 13, 2023, Videotron's secured revolving credit facility, which was extended to July 2026 in May 2022, was amended to increase it from \$1.50 billion to \$2.00 billion. Certain clauses and conditions of this credit facility were also amended.
- In July 2022, Videotron acquired VMedia, an independent telecommunications provider that is well established in the Canadian market. VMedia became a key partner that enhances Videotron's plans across Canada by supporting advantageous bundles that give Canadian consumers more choice at a better price.
- On August 17, 2021, Videotron launched Vrai, a subscription-based OTT entertainment service that targets the strong demand for unscripted lifestyle, documentary and entertainment content. In its first year, Vrai offered thousands of hours of all-French, on-demand content, including more than a hundred new original Québec productions.
- On July 29, 2021, Videotron announced the acquisition of 294 blocks of spectrum in the 3500 MHz band across the country for an investment of nearly \$830 million. More than half of the investment is concentrated in four Canadian provinces outside Québec: southern and eastern Ontario, Manitoba, Alberta and British Columbia.
- On July 6, 2021, Videotron completed the early redemption of the entirety of its 5% Senior Notes due July 15, 2022, in aggregate principal amount of US\$800.0 million, at a redemption price of 104.002% of their principal amount, in accordance with a notice issued on June 3, 2021. The related hedges in an asset position were also unwound.
- On June 17, 2021, Videotron issued \$750.0 million aggregate principal amount of Senior Notes bearing interest at 3½% and maturing on June 15, 2028, for net proceeds of \$743.2 million, net of financing costs of \$6.8 million. Videotron also issued US\$500.0 million aggregate principal amount of Senior Notes bearing interest at 3½% and maturing on June 15, 2029, for net proceeds of \$599.6 million, net of financing costs of \$5.8 million.
- On May 12, 2021, Videotron announced the roll-out of its 5G network in Québec City, following the successful launch in Montréal in December 2020.
- On April 1, 2021, Videotron announced the acquisition of Cablovision Warwick Inc. ("Cablovision Warwick") and its network, which has been serving the municipalities of Warwick, Kingsey Falls and Saint-Félix-de-Kingsey in the Centre-du-Québec region for more than four decades, thereby allowing Cablovision Warwick's customers to have access to Videotron's network and its line of products and services.
- On March 22, 2021, Videotron and the Government of Québec 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 extended its high-speed Internet network to connect approximately 37,000 additional households and the government has committed to provide financial assistance in the amount of approximately \$258 million, to be invested in Videotron's network extension.
- On January 22, 2021, Videotron issued \$650.0 million aggregate principal amount of 3½% Senior Notes maturing on January 15, 2031, for net proceeds of \$644.0 million, net of financing fees of \$6.0 million.

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 with its Helix home entertainment and management platform, and is the Québec leader in high-speed Internet access. As of December 31, 2023, Videotron has 3,764,900 subscriber connections to its mobile telephony services, 1,727,600 subscribers to its Internet services, 1,355,600 subscriptions to its television services, and 674,700 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 in its Québec footprint. 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 and Alberta 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 is currently available in beta-testing mode in Ontario, British Columbia, Alberta and Manitoba, in anticipation of a full release in these provinces. 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, OTT 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 940 Mbps. 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, 2023, 68.8% 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 (movies, television shows, children's shows, teen series, documentaries, comedy performances and concerts) through its subscription-based OTT entertainment services, Club illico and Vrai. Videotron produces an array of proprietary content for which Club illico and Vrai hold first-window rights for its customers, prior to linear broadcast. Together, both platforms boast over 774 million viewings since the launch of Club illico in 2013 and the launch of Vrai in 2021, making them key players 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 networks in Canada covering all major Canadian metropolitan areas including more than 26 million people with the LTE technology and more than 18 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 technology 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 84% of Québec's estimated 4.1 million residential premises and nine of the province's top ten urban areas. 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, Club illico, Fizz and Vrai, 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 OTT entertainment services and its mobile telephony services, including through the successful build-out and launch of its mobile telephony network and upgrade to LTE-A and 5G technologies. Videotron's senior management team also spearheaded key acquisitions, including the Freedom Acquisition, 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 nationwide and advanced mobile and broadband networks. 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 Freedom Acquisition, Videotron entered the British Columbia and Alberta telecommunications markets and strengthened its position in the Ontario market. This expansion of Videotron's wireless business outside of its traditional Québec footprint has enhanced its geographic diversification. Videotron now counts approximately 45% of its mobile subscribers in Québec, 40% in the Ontario market and 15% in Western Canada, as at December 31, 2023. The number of Canadians reached by Videotron's mobile networks has also increased significantly to more than 26 million (or 70% of the Canadian population), up from 7.5 million (or 20% of the Canadian population) prior to the Freedom Acquisition. In addition, entering new markets as a MVNO under the MVNO regulatory framework enables Videotron to step up the roll-out of its wireless services beyond the reach of its current wireless network infrastructure, thereby increasing the size of its addressable market. Videotron also intends to take advantage of the TPIA regulatory framework to complete its telecommunications service offering outside its wireline network service area by allowing it to add Internet and other wireline services to its wireless product offering. Access to both regulatory frameworks is expected to significantly reduce initial investments, accelerate market access and mitigate risk. In addition to the Freedom brand, 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 as well as small, medium- and large-sized 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 the closing of the Freedom Acquisition, significant enhancements have been made to Freedom’s offering, plans and network, including the introduction of 5G services, seamless handoff and nationwide free roaming. To offer a true 5G experience, Freedom required greater bandwidth in mid-band frequencies, such as the 3500 MHz band, which it did not have. Upon the closing of the Freedom Acquisition, Videotron was able to rapidly deploy its holding of 3500 MHz spectrum licenses which it had acquired in 2021 to upgrade Freedom’s infrastructure and offer 5G services to over 12 million Canadians in the Toronto, Vancouver, Calgary and Edmonton metropolitan areas along with select cities across Ontario, British Columbia and Alberta. Greater customer adoption of 5G and IoT services and applications that are enabled by 5G networks should contribute to the growing demand for mobile services and Videotron intends to continue to roll out 5G services to other markets over time. In the consumer market, IoT represents a growth area for the industry as wireless connectivity on everyday devices, from home automation to wearables, becomes ubiquitous. In addition, other IoT growth opportunities are expected to develop in smart manufacturing, telemedicine/telesurgery, remote monitoring, connected vehicles, asset tracking and urban city optimization (smart cities). For the twelve-month period ended December 31, 2023, mobile services and equipment revenues represented 43.7% of Videotron’s total operating revenues, up from 29.6% 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 rated as the telecommunications provider with the best customer service by a Léger poll conducted in August 2023. Videotron was also ranked by a Léger poll conducted in 2023 as the most respected telecommunications provider in Québec for the 17th 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 in 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 to its customers new advanced products and services in addition to those Videotron currently offers. 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, make the necessary strategic investments in its networks 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 14,000 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, OTT video 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 and Alberta, and the Fizz brand is available in Québec and, in beta-testing, in Ontario, British Columbia, Alberta and Manitoba, in anticipation of a full release in these provinces.

As of December 31, 2023, there were 3,764,900 lines activated on its wireless network, representing a year-over-year increase of 230,100 lines (13.5%), excluding the acquisition of 1,824,400 lines of Freedom on April 3, 2023.

Wireline Services

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

- *Internet Access.* Leveraging its advanced cable and fiber infrastructure, Videotron offers Internet access services to its customers at download speeds of up to 940 Mbps. 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. As of December 31, 2023, Videotron had 1,727,600 Internet access customers. Based on internal estimates, Videotron is the largest provider of Internet access services in the areas it serves with an estimated market share of 44.9% as of December 31, 2023.

- *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 OTT services, including Netflix, Prime Video, Club illico and Vrai (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 video on demand 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. As of December 31, 2023, Videotron had 1,355,600 customers for its television service.
- *Wireline Telephony.* Videotron offers wireline telephony service to its residential customers using VoIP technology. As of December 31, 2023, Videotron had 674,700 subscribers to its wireline telephony service.

OTT Video Services

Club illico is a subscription-based OTT entertainment service that offers a rich and varied selection of unlimited, on-demand French-language content (movies, television shows, children's shows, teen series, etc.). In its efforts to offer original content to its customers, Club illico funds the production of series, documentaries, movies and shows for which it holds first window rights, prior to their linear broadcast. Club illico boasts over 766 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. Club illico is also accessible through a mobile application.

In August 2021, Videotron launched Vrai, its subscription-based OTT entertainment service offering on-demand unscripted French-language content, including lifestyle, comedy, reality, food, travel documentary and social issue programming, as well as more than a hundred first-run exclusive original Québec productions. Since its launch, Vrai has accumulated more than 8 million viewings.

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 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. Videotron Business relies on its extensive coaxial, fiber-optic and LTE-A and 5G wireless networks to provide the best possible customized solutions to all of its customers.

On June 1, 2022, Videotron Business and EMnify, a company known worldwide for its revolutionary connectivity service management platform, joined forces in a long-term partnership to make Québec organizations more autonomous in the deployment of connected objects.

Together, Videotron Business and EMnify are now solving many of the main issues related to the deployment of connected objects, including managing multiple SIM cards, connection security, ultra-fast integration with IoT applications and the simple and effective user interface that these objects require. This solution applies to any type of connected object, whether it is urban lighting, sensors that measure water levels, smart parking bollards, surveillance systems, waste management tools, traffic management tools, or others.

Customer Statistics Summary

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

	2023 ⁽¹⁾	At December 31, 2022	2021
	(in thousands of customers)		
Revenue-generating units (RGUs)^(2, 4)	7,522.8	5,540.4	5,453.2
Mobile Telephony			
Mobile telephony lines	3,764.9	1,710.4	1,601.9
Internet			
Internet customers	1,727.6	1,682.7	1,607.8
Penetration ^(3,5)	45.7 %	45.4 %	45.0 %
Television			
Television customers	1,355.6	1,396.1	1,418.6
Penetration ^(3,5)	36.6 %	38.1 %	39.7 %
Wireline Telephony			
Wireline telephony lines	674.7	751.2	824.9
Penetration ^(3,5)	18.4 %	20.7 %	23.1 %
Homes passed⁽⁵⁾	3,657.7	3,619.7	3,572.6

- (1) Includes the Freedom customers added pursuant to the acquisition of Freedom from Shaw in 2023. Prior periods have not been adjusted to include any Freedom customers.
- (2) RGUs are the sum of subscriptions to the Internet access and television services, plus subscriber connections to the mobile and wireline telephony services. Beginning in the first quarter of 2023, subscribers to OTT video services and customers of third-party Internet access providers are excluded from RGUs.
- (3) Represents customers (or telephony lines) as a percentage of total home passed.
- (4) In 2023, the number of RGUs was restated for 2022 and 2021 to exclude subscribers to OTT video services and customers of third-party Internet access providers.
- (5) In 2022, the number of homes passed for 2021 was restated following a revision of the methodology relating to multi-residential and commercial addresses. 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 OTT television 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, 2023, approximately 69% of its Videotron-branded residential customers were bundling two services or more. A one-time installation fee, which may be waived in part during certain promotional periods, is charged to new customers. Monthly instalment payments for equipment, such as Helix Fi gateways, Wi-Fi pods or Helix TV terminals, can be charged depending on the promotional offer.

Videotron's Network Technology

Mobile Services

As of December 31, 2023, Videotron's mobile network reached 70% of the Canadian population, allowing the vast majority of the population of Ontario, Québec, British Columbia and Alberta, Canada's four 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. Videotron and Rogers settled, in April 2023, 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 Freedom Acquisition 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 Freedom Acquisition, Videotron was able to rapidly deploy its holding of 600 MHz and 3500 MHz spectrum licenses to upgrade Freedom’s infrastructure and offer 5G services in the Toronto, Vancouver, Calgary and Edmonton metropolitan areas along with select cities across Ontario, British Columbia and Alberta. As the roll out of Videotron’s 5G service continues with the objective of covering its entire footprint, investments will be required to optimize the operation of its 5G 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 5G-ready 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.

In parallel, Videotron maintained its High Speed Packet Access + (“**HSPA+**”) network throughout Québec, Ontario, British Columbia and Alberta. Videotron’s HSPA+ customers continue to migrate to next generation networks.

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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. Excluding the additional spectrum of 3800 MHz listed below, the wireless spectrum licenses holdings of Videotron total approximately 4.4 billion MHz per population (MHz-Pop), corresponding to an average of approximately 142 MHz of spectrum per Canadian in the areas covered by the spectrum held. 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 network
3800 MHz ⁽¹⁾	<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. 	Planned to be used in 5G network

(1) On November 30, 2023, Videotron announced a \$298.9 million investment to acquire 305 blocks of spectrum in the 3800 MHz band across the country following the conclusion of the latest spectrum auction that ended on November 30, 2023. Approximately 61% of the 305 blocks of wireless spectrum are located outside Québec, mainly in southern Ontario, Alberta, and British Columbia. Videotron made an initial deposit of \$59.8 million on January 17, 2024, and the balance of \$239.1 million will be paid in May 2024. The licenses will be issued to Videotron when it makes the final payment in May 2024 to ISED.

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, 2023, Videotron’s cable network consisted of fiber-optic cable and coaxial cable, covering approximately 84% of the Province of Québec’s estimated 4.1 million residential premises and serving approximately 2.7 million customers. Its network is the largest broadband network in the Province of Québec and supports direct connectivity with networks in Ontario, 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. In certain cases when economically justified, such as in greenfield areas, Videotron is deploying a fiber-to-the-home (“**FTTH**”) solution and fiber-optic cable is therefore extended all the way to the customer premises. 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, 2023, 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. 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 plans to continue to expand its wireline network to reach new homes and businesses within and outside its existing coverage area to increase the number of passed premises.

Marketing and Customer Care

Videotron’s long term marketing objective is to increase its cash flow through 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 ARPU, customer retention and operating margins;
- continue to rapidly deploy advanced products on all its services – mobile and wireline telephony, Internet access, television and OTT television – 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 and to maintain Videotron’s ARPU;
- 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;
- 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 within the Quebecor Media group to its existing and future customers;
- introduce new value-added packages of products and services, which Videotron believes optimizes opportunities to increase ARPU and 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 in 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 OTT video 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 and this increased competition could come from existing competitors or new entrants.

- *ILECs.* One of Bell or TELUS, but Bell in most regions, operates a wireline network that overlaps with Videotron's wireline footprint in the Province of Québec. Bell and TELUS' networks allow them to provide a full range of wireline services, including Internet access, television and home telephony services, using FTTH, fibre-to-the-node or DSL technologies. 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 that can be provided with traditional copper DSL technology.
- *Mobile Network Operators.* The Canadian wireless market is characterized by the presence of three national incumbent mobile operators, Bell, TELUS and Rogers who operate under these names and under their flanker brands: VirginPlus (Bell), Lucky Mobile (Bell), Koodo (TELUS), Public Mobile (TELUS), Fido (Rogers) and Chatr (Rogers). Depending on the province or region, their service offering includes a full range of telecommunications services or is currently limited to mobile services. These competitors have a longer operating history in mobile telephony, larger and more diverse spectrum holdings as well as greater operational and financial resources than Videotron. The Canadian incumbents are deploying their 5G networks and this technology has become an industry standard.
- *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 could be increasingly used in the future by Canadian mobile network operators to use excess capacity on their mobile networks. This technology could allow certain wireless network operators to offer a bundled service offering outside their wireline network footprint.
- *MVNO.* The CRTC's decision ordering the national incumbent wireless carriers 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, as the Corporation could see the emergence of new MVNO competitors.
- *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, Oxio by Cogeco and VMedia for Videotron.
- *Low Earth Orbit satellite technology.* Satellite operators such as Xplore, Telesat and Starlink are increasing their existing high-speed Internet access capabilities with the launch of high-throughput satellites, targeting households in low population density and remote locations and claiming future download speeds comparable to the Corporation's low and medium download speeds.
- *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 digital content offered by OTT video service providers through various Internet streaming platforms such as Netflix, Amazon Prime Video, Disney+ and Apple TV+. 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 television and cable television services.
- *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).
- *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.

C - 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 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 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

The Canadian Government has asked the Broadcasting and Telecommunications Legislative 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. On January 29, 2020, the Review Panel released its final report. Given the non-binding nature of the recommendations made by the Review Panel in its final report, Videotron has no visibility as to which recommendations, if any, will be implemented. The release of the Review Panel final report, 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 C-11 and the coming into force of the new Broadcasting Act, the CRTC launched the first phase of its consultations on May 12th, 2023, with the objectives of defining a registration process and conditions of service for foreign and domestic online undertakings as well as the framework of their initial contributions. This first step will be followed by phase 2 and 3 to progressively adopt a modernized 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, it establishes a registration obligation for online undertakings and defines which classes of such undertakings are exempted 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. River TV, VMedia's online undertaking, is subject to the registration obligation and the conditions of services.

From November 20 to December 8, 2023, the CRTC also holds hearings on the initial contributions' framework. A broadcasting regulatory policy on that matter later will be published at a later date in 2024. On November 22, 2023, the Government published the Order Issuing Directions to the CRTC (*Sustainable and Equitable Broadcasting Regulatory Framework*) in the Canada Gazette, Part II.

Broadcasting License Fees

Prior to the adoption of Bill C-11 on April 27, 2023, programming and BDU licensees were subjected to two separate annual license fees payable to the CRTC (the Part I and the Part II license fees). With the new Broadcasting Act, 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 Act and such fee aims to enable the CRTC to recover its cost of regulating the broadcasting industry. The amended Act also broadens the pool of potential fee payers from licensed broadcasting undertakings to all broadcasting undertakings, including online undertakings. On March 21st, 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 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 broadcasting fees regulations allow traditional broadcasters and online streaming services to continue to benefit from exemption thresholds: large broadcasting ownership groups will not pay fees on the first \$25 million in revenue and individual broadcasters will not pay fees on the first \$2 million in revenue. Under the new broadcasting fees regulations, traditional broadcasters will 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 may be issued for periods not exceeding seven years and 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 60 cable systems 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 with 20,000 customers or fewer and operating their own local headend are exempted from the obligation to hold a license pursuant to exemption orders issued by the CRTC on February 15, 2010 (Broadcasting Order CRTC 2009-544). These cable systems are required to comply with a number of programming carriage requirements set out in the exemption order and comply with the Canadian ownership and control requirements in the Direction to the CRTC. Videotron remains with only 8 cable distribution licenses that were renewed on August 2, 2018, in Broadcasting Decision CRTC 2018-269, from September 1, 2018 to August 31, 2024 and administratively renewed on August 8, 2023 in Broadcasting decision CRTC 2023-245, from September 1, 2024 to August 31, 2026.

Videotron acquired VMedia after its transfer from Quebecor Media on September 23, 2022. VMedia holds two cable distribution licenses; a cable distribution license for the Montréal area administratively renewed on October 23, 2023, in Broadcasting decision CRTC 2023-346, from January 1, 2024 to August 31, 2030 and a cable distribution license for the Greater Toronto Area and diverse locations in Ontario, renewed on August 2, 2018, in Broadcasting decision CRTC 2018-270, from September 1, 2018 to August 31, 2025 and administratively renewed on August 8, 2023 in Broadcasting decision CRTC 2023-245, from September 1, 2025 to August 31, 2026. VMedia also operates several exempted systems pursuant to CRTC's exemption order for terrestrial broadcasting distribution undertakings serving fewer than 20,000 subscribers.

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 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 are appropriate for the market it serves, which includes local Canadian stations, services designated by the CRTC under section 9(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 the following:

- *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 cable companies 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.

Pursuant to Broadcasting Regulatory Policy CRTC 2015-96, as of March 1, 2016, the CRTC regulates the fees charged by cable or non-cable BDUs for the basic service. The price of the entry-level basic service offering 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. 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 service is delivered and accessed over the Internet without authentication to a BDU or mobile subscription. Club illico and Vrai qualify as hybrid VOD services. Following the consultations launched on May 12, 2023, the CRTC decided in Broadcasting Regulatory Policy CRTC 2023-331 issued on September 29, 2023, that the regulatory framework in which hybrid VOD service operates 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 services operating under the DMEO; 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.

New Media Broadcasting Undertakings

Since 2009, the description of a “new media broadcasting undertaking” encompasses all Internet-based and mobile point-to-point broadcasting services (Broadcasting Order CRTC 2009-660). It has been recognized by the FCA that Internet access providers play a “content-neutral role” in the transmission of data and do not carry on broadcasting activities.

On July 26, 2012, the CRTC amended the Exemption Order for digital media broadcasting undertakings, Broadcasting Order CRTC 2012-409. These amendments implement determinations made by the CRTC in the regulatory framework relating to vertical integration (Broadcasting Regulatory Policy CRTC 2011-601).

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 Commission’s operations (Part I fee).

In regards of 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, 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 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. As a consequence, 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 Competitive Local Exchange Carrier ("CLEC") 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 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, 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 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.

Furthermore, the Corporation announced in November 2023 an investment of \$298.9 million in its acquisition of 305 blocks of spectrum in the 3800 MHz band. These licenses are expected to be issued in May 2024 and will also have a term of 20 years, with renewal conditions identical to those described above.

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 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 regulation. ILECs remain subject to retail price regulation 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. A total of \$100 million was collected for broadband Internet projects in 2020, an amount which will increase gradually to \$200 million in 2024. Distribution of the collected funds to eligible broadband Internet projects is occurring through a series of calls for applications. Announcements of winning applications began in 2020 and, as of December 2023, the CRTC has announced committing up to \$226.5 million to improve broadband service for 205 communities. As a result of these changes, Videotron is incurring increased revenue-based contribution payments beginning in 2020.

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 approximately 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.

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 Supreme Court of Canada, 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.

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.

On September 6, 2019 and February 14, 2020 respectively, the CRTC ruled on long-standing municipal access disputes between the cities of Gatineau and Terrebonne, Québec and several large telecommunications carriers, including Videotron. In its decisions, the CRTC provided clarification, among other things, on the situations for which the cities may require an access permit, the access fees the cities may charge and the methodology for apportioning the cost of displacing telecommunications facilities. These decisions may result in an increase in the payments made by Videotron to Gatineau and Terrebonne. They may also be viewed as precedents by other municipalities.

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 Local Exchange Carrier ("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 to 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 Internet service providers 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 to approve 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.

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 Internet service provider. On July 31, 2019, the CRTC published the Internet Code, a mandatory code of conduct for large facilities-based providers of retail Internet services in the residential market. The 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.

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.

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 FTTH 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 FTTH facilities should be provided over these services; and (iii) the provision of FTTH 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 has proposed new FTTH tariffs on April 24, 2023 and new aggregated wholesale access services tariffs on June 22, 2023. On November 6, 2023, the CRTC directed Bell and TELUS to provide workable wholesale access to their FTTP networks in Ontario and Québec within six months of the date of the decision. Bell filed a motion for leave to appeal this decision, which was subsequently granted. The FCA will hear the case on its merits in the coming months. Concurrently, Bell also filed an appeal with the federal cabinet. Videotron has intervened to gain access to the FTTP networks of Bell and TELUS.

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.

The Wireless Code was published on June 3, 2013 and came into force on December 2, 2013. It includes, among other things, a limit on early cancellation fees to ensure customers can take advantage of competitive offers at least every two years, as well as measures requiring service providers to unlock wireless devices, to offer a trial period for wireless contracts, and to set default caps on data overage charges and data roaming charges. 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 (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.

On July 31, 2014, after an investigation that confirmed instances of unjust discrimination and undue preference by one incumbent wireless carrier, the CRTC took action to prohibit exclusivity provisions in wholesale mobile wireless roaming agreements between Canadian carriers for service in Canada. Subsequently, on May 5, 2015, after a broader follow-up proceeding, the CRTC issued a comprehensive policy framework for the provision of wholesale wireless services, including roaming, tower sharing and MVNO access services. Most notably, the CRTC decided that each of the three national wireless incumbent carriers would be obliged to provide wholesale roaming services to regional and new entrant carriers at cost-based rates. On March 22, 2018, the CRTC ruled on the final cost-based rates, declaring them retroactive to May 5, 2015.

On December 17, 2014, the Government of Canada's second omnibus budget implementation bill for 2014 (C-43) received Royal Assent. This bill amends both the Telecommunications Act and the Radiocommunication Act to give the CRTC and ISED 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.

In its May 5, 2015 policy framework for the provision of wholesale wireless services, the CRTC elected not to order cost-based rates for either tower sharing or MVNO access services. In addition, the CRTC elected to exclude non-carrier Wi-Fi networks from the definition of “home network” for the purpose of determining who may access the wholesale roaming service tariffs of the national wireless incumbent carriers. This latter measure had the effect of denying access to these tariffs by Wi-Fi first service providers. Later, on July 20, 2017, in response to a directive received from the Governor in Council, the CRTC initiated a proceeding to review potential terms of access by Wi-Fi first service providers (and possibly other types of service providers) to the incumbents’ wholesale roaming service tariffs. On March 22, 2018, the CRTC ruled that no changes would be made to the terms of access by Wi-Fi first service providers, yet initiated a new proceeding to address an identified gap in the market for lower-cost data-only plans for consumers. In the course of this proceeding, the three national incumbent wireless carriers each filed specific proposals for lower-cost data-only plans they intended to implement. In a decision issued on December 17, 2018, the CRTC stated its expectation that the national incumbent wireless carriers implement these plans within 90 days and that these plans remain available until a decision is issued with respect to an upcoming review of mobile wireless services.

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 final offer arbitration 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 Supreme Court of Canada (“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.

On October 19, 2022, the CRTC issued the terms and conditions for Wholesale Access Service for Facilities-Based MVNO. 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 final offer arbitration 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 Final offer arbitration 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’s MVNO service access on October 16, 2023. The FCA has not yet ruled on whether the Appeal is upheld.

On October 10, 2023, the CRTC issued its Decision with regards to the Final offer arbitration 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 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.

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 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.

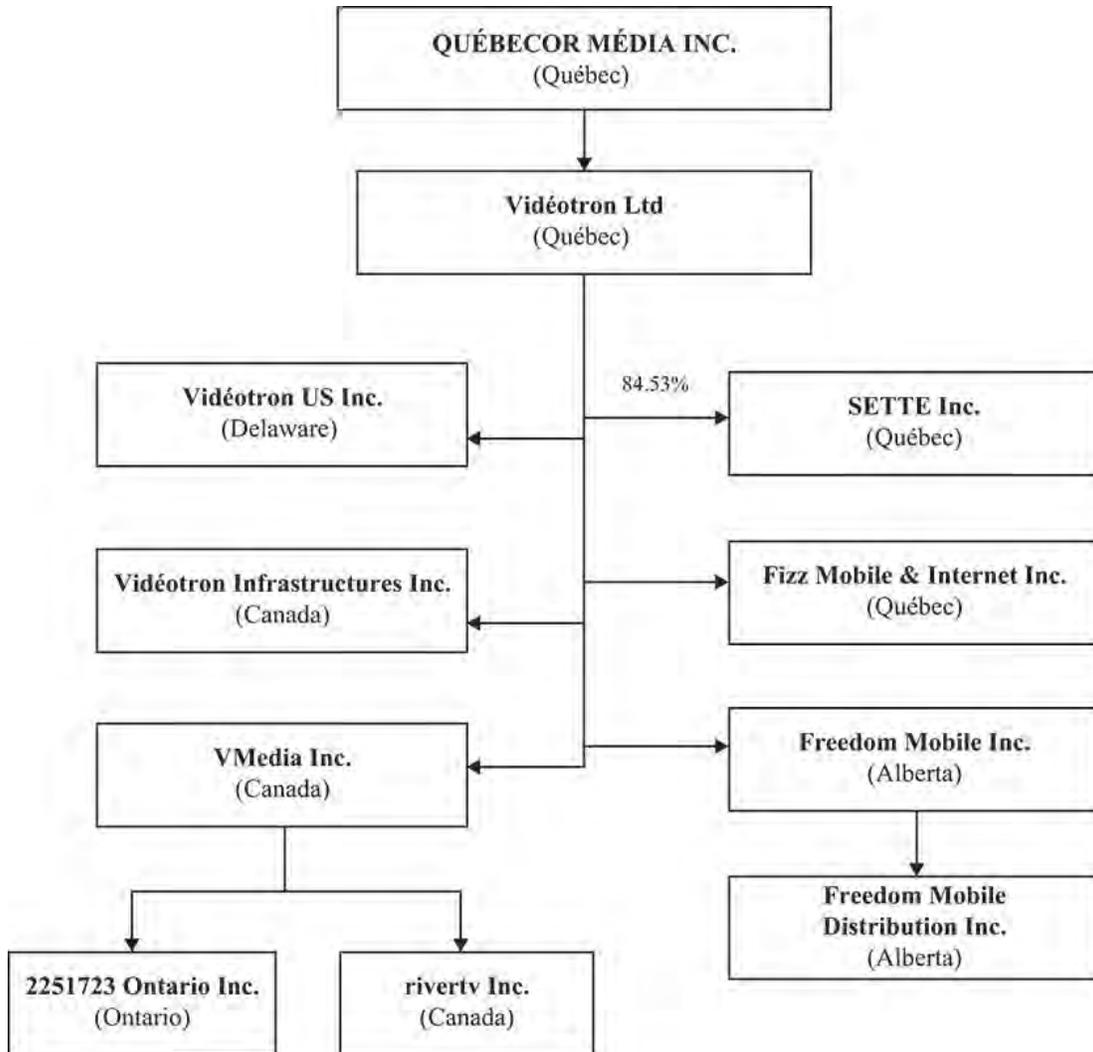
Sales Practices

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 Telecommunications 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 is also considering putting into place additional measures to address the situation (e.g., requiring service providers to provide pre-sales quotes, to offer trial periods, to ensure their offers and promotions match the customer's needs and means). In addition, a set of best practices for service providers was proposed.

D - 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, 2024, 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.



E - 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 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	101,000
Québec City, Québec 2200 Jean-Perrin Street	Owned property	Regional Headend for the Québec City region and Office space	40,000
Toronto, Ontario 88 Queen Quay	Leased property	Office space	23,000
Mississauga, Ontario 6991 Tranmere	Leased property	Technical core and Warehouse	19,000
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

Videotron's senior secured credit facilities are secured by charges (subject to certain permitted encumbrances) over all of its current and future assets and those of most of its subsidiaries.

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, Videotron is increasing the resiliency of its network by adding network redundancies, modifying or adopting new construction standards and by collaborating with ISED. Videotron has agreed to a Memorandum of Understanding on Telecommunications Reliability with ISED 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.

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 – Risk Factors."

The Corporation uses financial measures not standardized under IFRS, such as adjusted EBITDA and adjusted cash flows from operations. Beginning in the third quarter of 2023, the Corporation added two financial measures not standardized under IFRS: free cash flows from operating activities and consolidated net debt leverage ratio. These two measures help to better understand and analyze the financing performance of the Corporation, as well as its financial position as at balance sheet date. Also, the Corporation used key performance indicators, such as revenue-generating unit ("RGU") and average monthly revenue per unit ("ARPU"). Beginning in the first quarter of 2023, the Corporation has elected to exclude subscriptions to over-the-top ("OTT") video services and customers of third-party Internet access ("TPIA") providers from its RGUs, as they are not highly representative for the purpose of assessing the Corporation's performance. Definitions of the non-IFRS measures and key performance indicators used by the Corporation are provided in the "Non-IFRS financial measures" and "Key performance indicators" sections below.

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 84% of an estimated 4.1 million premises.

Through the acquisition of Freedom Mobile Inc. (“Freedom”), Videotron has entered the British Columbia and Alberta telecommunications markets and strengthened its position in the Ontario market. This expansion of Videotron’s wireless business outside of its traditional Québec footprint has increased its geographic diversification, with approximately 45% of mobile subscribers in Québec, 40% in Ontario and 15% in Western Canada after the transaction.

The number of Canadians reached by Videotron’s mobile network also increased from 7.5 million (or 20% of the Canadian population) to more than 26 million (or 70% of the Canadian population), thereby significantly increasing its addressable market. In addition, entering new markets as a Mobile Virtual Network Operator (“MVNO”) will enable Videotron to further expand its reach and offer its competitive services to even more potential users.

The deployment of LTE-Advanced and 5G wireless networks and enhanced offering of mobile communication services for residential and business customers will allow Videotron to further consolidate its position as a provider of integrated telecommunication services as well as an entertainment and content leader.

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.

The Corporation’s primary sources of revenue include subscriptions to mobile and wireline telephony, Internet access, television, OTT video and business solutions services as well as the sale of telecommunication equipment.

The major components of the Corporation’s costs are comprised of employee costs and purchase of goods and services costs, which include royalties and rights, cost of goods sold, subcontracting costs, marketing and distribution, and other expenses.

HIGHLIGHTS

2023 financial year

Revenues: \$4.65 billion, a \$935.8 million (25.2%) increase due to the acquisition of Freedom, growth in Videotron’s mobile services and equipment and in its Internet services.

Adjusted EBITDA:¹ \$2.23 billion, a \$317.4 million (16.6%) increase due mainly to the impact of the Freedom acquisition as well as the increased profitability of Videotron’s other activities.

Net income attributable to shareholders: \$797.4 million, a \$40.2 million (5.3%) increase.

Adjusted cash flows from operations:¹ \$1.69 billion, a \$237.8 million (16.3%) increase, including the contribution of the Freedom acquisition and Videotron’s other activities.

Cash flows provided by operating activities: \$1.60 billion, a \$244.6 million (18.1%) increase.

Fourth quarter 2023

Revenues: \$1.30 billion, a \$337.7 million (35.2%) increase due to the impact of the Freedom acquisition and growth in Videotron’s mobile services and equipment.

¹. See “Non-IFRS financial measures.”

Adjusted EBITDA: \$559.0 million, an \$83.1 million (17.5%) increase due primarily to Freedom's contribution.

Net income attributable to shareholders: \$188.3 million, a \$10.1 million (-5.1%) decrease.

Adjusted cash flows from operations: \$398.6 million, a \$38.4 million (10.7%) increase due primarily to the contribution of the Freedom acquisition.

Cash flows provided by operating activities: \$328.3 million, a \$10.9 million (-3.2%) decrease.

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	
	2023	2022	2021	2023	2022
Revenues:					
Mobile telephony	\$ 1,420.7	\$ 780.3	\$ 712.5	\$ 406.1	\$ 199.9
Internet	1,283.8	1,238.1	1,201.4	324.0	319.6
Television	802.6	799.2	836.1	199.2	200.6
Wireline telephony	278.3	292.5	318.5	67.1	71.3
Mobile equipment sales	613.5	322.2	276.4	239.4	102.2
Wireline equipment sales	70.1	92.2	204.0	17.3	17.8
Other	185.0	193.7	186.1	44.6	48.6
	<u>4,654.0</u>	<u>3,718.2</u>	<u>3,735.0</u>	<u>1,297.7</u>	<u>960.0</u>
Employee costs	(472.3)	(397.7)	(405.9)	(125.1)	(102.7)
Purchase of goods and services	(1,951.4)	(1,407.6)	(1,453.4)	(613.6)	(381.4)
Adjusted EBITDA	<u>2,230.3</u>	<u>1,912.9</u>	<u>1,875.7</u>	<u>559.0</u>	<u>475.9</u>
Depreciation and amortization	(844.0)	(699.6)	(717.8)	(215.4)	(172.1)
Financial expenses	(331.0)	(244.6)	(232.1)	(87.7)	(61.6)
Gain (loss) on valuation and translation of financial instruments	0.3	(0.8)	(0.4)	0.1	—
Restructuring, acquisition costs and other	(20.4)	(12.7)	(11.6)	(4.0)	(4.4)
Loss on debt refinancing	—	—	(40.1)	—	—
Income taxes	(237.7)	(197.9)	(180.3)	(63.7)	(39.3)
Net income	<u>\$ 797.5</u>	<u>\$ 757.3</u>	<u>\$ 693.4</u>	<u>\$ 188.3</u>	<u>\$ 198.5</u>
Net income attributable to shareholders	797.4	757.2	693.3	188.3	198.4
Non-controlling interests	0.1	0.1	0.1	—	0.1

Table 1 (continued)

	Years ended December 31			Three months ended December 31	
	2023	2022	2021	2023	2022
Additions to property, plant and equipment and to intangible assets:					
Additions to property, plant and equipment	\$ 388.8	\$ 378.9	\$ 391.5	\$ 109.6	\$ 96.9
Additions to intangible assets	147.9	78.2	145.6	50.8	18.8
	536.7	457.1	537.1	160.4	115.7
Acquisition of spectrum licences	\$ 9.9	\$ —	\$ 830.0	\$ —	\$ —
Cash flows:					
Adjusted cash flows from operations	\$ 1,693.6	\$ 1,455.8	\$ 1,338.6	\$ 398.6	\$ 360.2
Free cash flows from operating activities ¹	1,060.8	912.7	684.8	182.5	248.0
Cash flows provided by operating activities	1,595.1	1,350.5	1,240.4	328.3	339.2
Balance sheet:					
Cash and cash equivalents	\$ 8.0	\$ 1.8	\$ 10.5		
Working capital	(1,142.5)	(10.4)	(56.0)		
Net assets related to derivative financial instruments	110.8	199.5	117.2		
Total assets	10,510.7	8,746.9	8,905.8		
Total long-term debt (including current portion)	7,645.3	5,356.6	5,408.2		
Lease liabilities (current and long term)	346.1	158.3	153.8		
Equity attributable to the shareholder	155.6	(231.1)	(338.7)		
Consolidated net debt leverage ratio¹	—	3.38x	2.78x	2.90x	

- As a result of the acquisition of Freedom in April 2023 and growth in its other activities, the Corporation increased its revenues by \$935.8 million (25.2%) and its adjusted EBITDA by \$317.4 million (16.6%) in 2023.
- In 2023, the Corporation increased its revenues from mobile services and equipment (by \$931.7 million or 84.5%) due to the impact of the Freedom acquisition and growth at Videotron, as well as its revenues from Internet access (\$45.7 million or 3.7%).
- The acquisition of Freedom on April 3, 2023 was significantly accretive to the Corporation RGUs,² immediately adding 1,824,400 subscriber connections to the mobile telephony service and 20,000 subscriptions to the Internet access service. Organic growth added 138,000 RGUs (2.5%) in 2023, including 230,100 subscriber connections (13.5%) in mobile telephony and 24,900 Internet access subscriptions (1.5%).
- On January 25, 2024, Videotron and its Fizz brand hit a double when Léger released its 2024 WOW Index. The study found that, among telecom retailers, Videotron offered the best in-store experience in Québec while Fizz ranked first in Canada for online experience for the fifth year in a row. Videotron garnered a number of other distinctions in 2023. In a Léger poll conducted between August 1 and 7, 2023, respondents rated Videotron as the telecom with the best customer service in Québec in 2023. Videotron was picked by almost twice as many respondents as its nearest rival, underscoring the superiority of its service. Léger's 2023 Reputation survey, released on April 5, 2023, ranked Videotron as the most respected telecommunications company in Québec for the 17th time since 2006. These honours testify to Videotron's special relationship with Quebecers.
- 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 Innovation, Science and Economic Development Canada ("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 licences in the 600 MHz band in Manitoba and in the 3500 MHz band in Québec.
- On October 12, 2023, Quebecor announced the launch of its MVNO service and the gradual expansion of the service territory of its Videotron, Fizz and Freedom brands in Canada, enabling them to offer their services to millions more Canadian consumers.

¹ See "Non-IFRS financial measures."

² See "Key performance indicators."

- On April 3, 2023, Videotron acquired all the issued shares of Freedom from Shaw Communications Inc. (“Shaw”). Videotron paid \$2.07 billion in cash, net of cash acquired of \$103.2 million. As part of the transaction, Videotron assumed certain liabilities, mainly lease obligations. The consideration paid is subject to certain post-closing adjustments. Videotron’s acquisition of Freedom includes the Freedom Mobile brand’s entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets. It also includes a long-term undertaking by Shaw and Rogers Communications Inc. (“Rogers”) to provide Videotron with transport services (including backhaul and backbone), roaming services and wholesale Internet services. Videotron has 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. The term credit facility consists of three tranches of equal size maturing in October 2024, April 2026 and April 2027, bearing interest at Bankers’ acceptance rate, Secured Overnight Financing Rate (“SOFR”), Canadian prime rate or U.S. prime rate, plus a premium determined by Videotron’s leverage ratio. On April 10, 2023, Videotron entered into a floating-to-fixed interest rate swap agreement in connection with the \$700.0 million tranche maturing in April 2027, fixing the interest rate at 5.203% based on Videotron’s leverage ratio at that time. The swap became effective on May 4, 2023 and matures on April 3, 2027.
- On January 13, 2023, Videotron’s secured revolving credit facility was amended to increase it from \$1.50 billion to \$2.00 billion. Certain terms and conditions of this credit facility were also amended.

TREND INFORMATION

Competition continues to intensify in the mobile and wireline telephony, Internet access, television and OTT video markets. Due to ongoing technological developments, the distinction between those platforms is fading rapidly and the Corporation expects increasing competition from non-traditional businesses across its key business segments. There is also competition from wholesale Internet resellers, which purchase wholesale Internet access services from large companies in order to offer their own retail services. Thus, the subscriber growth recorded in the Telecommunications sector in past years is not necessarily representative of future growth.

In the markets that are now accessible to Videotron, 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, including two incumbent local exchange carriers (“ILECs”) and one broadcast distribution undertaking (“BDU”), have long business histories, a large portfolio of spectrum licenses and considerable operational and financial resources. Videotron’s acquisition of Freedom creates a more competitive mobile telephony environment in the markets where Freedom operates. Since the closing of the Freedom acquisition, significant enhancements have been made to Freedom’s offering, plans and network to improve the customer experience. These enhancements include the introduction of 5G services, seamless handoff and nationwide free roaming. Videotron intends to bring further improvements to the Freedom offering by, among other things, introducing attractive multi-service bundles and improving the online experience for users.

The Corporation anticipates that significant and recurring investments and costs will be required in the new Canadian markets in order to, among other things, potentially acquire new spectrum licenses for the deployment of the latest technologies, expand and maintain the newly acquired mobile networks, 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 as a whole 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 technologies. In addition, the demand for wireless data services has been growing constantly and is projected to continue to grow. The anticipated levels of data traffic will represent an increasing challenge to the current mobile network’s ability to support this traffic. The Corporation will have to acquire additional spectrum in the future to meet the growing demand.

2023/2022 FINANCIAL YEAR COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$4.65 billion in 2023, a \$935.8 million (25.2%) increase.

- Revenues from mobile telephony services increased \$640.4 million (82.1%) to \$1.42 billion essentially because of an increase in the number of subscriber connections due to the impact of the Freedom acquisition and organic growth at both Videotron and Freedom, partially offset by lower average per-connection revenues.
- Revenues from Internet access services increased \$45.7 million (3.7%) to \$1.28 billion, due primarily to subscriber base growth, including the increase in the Fizz brand's customer base and the impact of the acquisition of VMedia Inc. ("VMedia") in July 2022, and higher average per-customer revenue.
- Revenues from television services increased \$3.4 million (0.4%) to \$802.6 million, mainly because of higher average per-customer revenue, partially offset by the decrease in the number of customers.
- Revenues from wireline telephony services decreased \$14.2 million (-4.9%) to \$278.3 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 increased \$291.3 million (90.4%) to \$613.5 million, mainly because of the impact of the Freedom acquisition as well as higher prices and increases in the number of mobile devices sold.
- Revenues from wireline equipment sales to customers decreased \$22.1 million (-24.0%) to \$70.1 million, mainly because of lower volume of equipment sales related to the Helix platform and lower prices.
- Other revenues decreased \$8.7 million (-4.5%) to \$185.0 million.

ARPU:¹ Videotron's total ARPU was \$45.30 in 2023, compared with \$47.21 in 2022, a \$1.91 (-4.0%) decrease. Mobile ARPU was \$37.44 in 2023 compared with \$39.16 in 2022, a \$1.72 (-4.4%) decrease, mainly attributable to a change in the customer mix, including the dilutive effect of Freedom's and Fizz's prepaid services.

Customer statistics

Acquisition of Freedom and VMedia

The acquisition of Freedom on April 3, 2023 was significantly accretive to growth, adding 1,844,400 RGUs, consisting of 1,824,400 subscriber connections to the mobile telephony service and 20,000 subscriptions to the Internet access service. In addition, the acquisition of VMedia in July 2022 added 60,800 RGUs, consisting of 41,000 Internet access subscriptions, 17,400 television service subscriptions and 2,400 subscriber connections to the wireline telephony service.

Growth in current business activities during the period

RGUs – The total number of RGUs was 7,522,800 at December 31, 2023, an increase of 138,000 (2.5%) in 2023, compared with an increase of 26,400 in 2022 (Table 2).

Mobile telephony – The number of subscriber connections to the mobile telephony service stood at 3,764,900 at December 31, 2023, an increase of 230,100 (13.5%) in 2023, compared with an increase of 108,500 in 2022 (Table 2).

Internet access – The number of subscribers to the Internet access service stood at 1,727,600 at December 31, 2023, an increase of 24,900 (1.5%) in 2023, compared with an increase of 33,900 in 2022 (Table 2).

Television – The number of subscribers to television services stood at 1,355,600 at December 31, 2023, a decrease of 40,500 (-2.9%) in 2023, compared with a decrease of 39,900 in 2022 (Table 2).

¹ See "Key performance indicators."

Wireline telephony – The number of subscriber connections to wireline telephony services stood at 674,700 at December 31, 2023, a decrease of 76,500 (-10.2%) in 2023, compared with a decrease of 76,100 in 2022 (Table 2).

Table 2
Year-end RGUs (2019–2023)
(in thousands of customers)

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Mobile telephony	3,764.9	1,710.4	1,601.9	1,481.1	1,330.5
Internet	1,727.6	1,682.7	1,607.8	1,568.7	1,514.3
Television	1,355.6	1,396.1	1,418.6	1,475.6	1,531.8
Wireline telephony	674.7	751.2	824.9	924.7	1,027.3
Total	<u>7,522.8</u>	<u>5,540.4</u>	<u>5,453.2</u>	<u>5,450.1</u>	<u>5,403.9</u>

Adjusted EBITDA: \$2.23 billion, a \$317.4 million (16.6%) increase due mainly to the impact of the revenue increase.

Cost/revenue ratio: Employee costs and purchases of goods and services, expressed as a percentage of revenues, were 52.1% in 2023 compared with 48.6% in 2022. The increase was due mainly to the impact of the acquisition of Freedom.

Net income attributable to shareholders: \$797.4 million in 2023, compared with \$757.2 million in 2022, an increase of \$40.2 million or 5.3%.

- The favourable variances were:
 - \$317.4 million increase in adjusted EBITDA.
- The unfavourable variances were:
 - \$144.4 million increase in the depreciation and amortization charge;
 - \$86.4 million increase related to financial expenses;
 - \$39.8 million increase in the income tax expense;
 - \$7.7 million unfavourable variance in the charge for restructuring, acquisition costs and other.

Adjusted cash flows from operations: \$1.69 billion in 2023 compared with \$1.46 billion in 2022 (Table 13). The \$237.8 million (16.3%) increase was due to the \$317.4 million increase in adjusted EBITDA, partially offset by a \$69.7 million increase in additions to intangible assets, including the impact of the Freedom acquisition and purchases of software licences, and a \$9.9 million increase in additions to property, plant and equipment.

Cash flows provided by operating activities: \$1.60 billion, a \$244.6 million (18.1%) increase due primarily to the increase in adjusted EBITDA and the decrease in current income taxes, partially offset by the increase in the cash portion of financial expenses, the unfavourable net change in non-cash balances related to operating activities and the unfavourable variance in the cash portion of restructuring, acquisition costs and other.

Depreciation and amortization charge: \$844.0 million, a \$144.4 million increase due primarily to the impact of the Freedom acquisition.

Financial expenses: \$331.0 million, an \$86.4 million increase due primarily to higher average indebtedness, including the impact of the financing of the Freedom acquisition, and also to the impact of higher average interest on long-term debt.

Gain on valuation and translation of financial instruments: \$0.3 million, a \$1.1 million favourable variance.

Charge for restructuring, acquisition costs and other: \$20.4 million, a \$7.7 million unfavourable variance.

A \$4.9 million charge was recognized in 2023 in connection with cost-reduction initiatives (\$3.9 million in 2022). An asset impairment charge of \$0.4 million was also recorded in 2023 (\$2.9 million in 2022). Other net charges in the amount of \$15.1 million, including acquisition costs related to the Freedom transaction, were also recognized in 2023 (\$5.9 million in 2022).

Income tax expense: \$237.7 million in 2023 (effective tax rate of 26.4%), compared with \$197.9 million in 2022 (effective tax rate of 25.9%), a \$39.8 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.

2023/2022 FOURTH QUARTER COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$1.30 billion, a \$337.7 million (35.2%) increase due mainly to the same factors as those noted above in the “2023/2022 financial year comparison” section, including in particular the impact of the Freedom acquisition in April 2023.

- Revenues from mobile telephony services increased \$206.2 million (103.2%) to \$406.1 million.
- Revenues from Internet access services increased \$4.4 million (1.4%) to \$324.0 million.
- Revenues from television services decreased \$1.4 million (-0.7%) to \$199.2 million.
- Revenues from wireline telephony services decreased \$4.2 million (-5.9%) to \$67.1 million.
- Revenues from mobile equipment sales to customers increased \$137.2 million (134.2%) to \$239.4 million.
- Revenues from wireline equipment sales to customers decreased \$0.5 million (-2.8%) to \$17.3 million.
- Other revenues decreased \$4.0 million (-8.2%) to \$44.6 million.

ARPU: Videotron’s total ARPU was \$44.19 in the fourth quarter of 2023 compared with \$47.63 in the same period of 2022, a \$3.44 (-7.2%) decrease. Mobile ARPU was \$36.29 in the fourth quarter of 2023 compared with \$39.08 in the same period of 2022, a \$2.79 (-7.1%) decrease, mainly attributable to a change in the customer mix, including the dilutive effect of Freedom’s and Fizz’s prepaid services.

Customer statistics

Growth in current business activities during the period

RGUs – 48,300 (0.6%) unit increase in the fourth quarter of 2023, compared with a decrease of 6,900 in the same period of 2022.

Mobile telephony – 66,100 (1.8%) subscriber-connection increase in the fourth quarter of 2023, compared with an increase of 13,100 in the same period of 2022.

Internet access – 6,300 (0.4%) subscriber increase in the fourth quarter of 2023, compared with an increase of 4,700 in the same period of 2022.

Television – 6,900 (-0.5%) subscriber decrease in the fourth quarter of 2023, compared with a decrease of 6,000 in the same period of 2022.

Wireline telephony – 17,200 (-2.5%) subscriber-connection decrease in the fourth quarter of 2023, compared with a decrease of 18,700 in the same period of 2022.

Adjusted EBITDA: \$559.0 million, an \$83.1 million (17.5%) increase due primarily to:

- impact of the revenue increase;
- decrease in some operating expenses, including labour costs and advertising expenses,
- favourable net change in one-time items.

Cost/revenue ratio: Employee costs and purchases of goods and services, expressed as a percentage of revenues, were 56.9% in the fourth quarter of 2023 compared with 50.4% in the same period of 2022. The increase was due mainly to the impact of the acquisition of Freedom.

Net income attributable to shareholders: \$188.3 million in the fourth quarter of 2023, compared with \$198.4 million in the same period of 2022, a decrease of \$10.1 million.

- The unfavourable variances were:
 - \$43.3 million increase in the depreciation and amortization charge;
 - \$26.1 million increase related to financial expenses;
 - \$24.4 million increase in the income tax expense.
- The favourable variances were:
 - \$83.1 million increase in adjusted EBITDA.

Adjusted cash flows from operations: \$398.6 million in the fourth quarter of 2023 compared with \$360.2 million in the same period of 2022 (Table 13). The \$38.4 million (10.7%) increase was due primarily to the \$83.1 million increase in adjusted EBITDA, partially offset by a \$32.0 million increase in additions to intangible assets and a \$12.7 million increase in additions to property, plant and equipment.

Cash flows provided by operating activities: \$328.3 million, a \$10.9 million (-3.2%) decrease due primarily to the unfavourable net change in non-cash balances related to operating activities and the increase in the cash portion of financial expenses, partly offset by the increase in adjusted EBITDA and the decrease in current income taxes.

Depreciation and amortization charge: \$215.4 million in the fourth quarter of 2023, a \$43.3 million increase, including the impact of the Freedom acquisition.

Financial expenses: \$87.7 million in the fourth quarter of 2023, a \$26.1 million increase due essentially to the same factors as those noted above under “2023/2022 financial year comparison.”

Gain on valuation and translation of financial instruments: \$0.1 million in the fourth quarter of 2023.

Charge for restructuring, acquisition costs and other: \$4.0 million in the fourth quarter of 2023, a \$0.4 million favourable variance.

Income tax expense: \$63.7 million in the fourth quarter of 2023 (effective tax rate of 26.9%), compared with \$39.3 million in the same period of 2022 (effective tax rate of 23.7%), a \$24.4 million unfavourable variance caused by the increase in taxable income and the increase in the effective tax rate due to a one-time adjustment in 2022. The effective tax rate is calculated considering only taxable and deductible items.

2022/2021 FINANCIAL YEAR COMPARISON

Analysis of consolidated results of operations and cash flows

Revenues: \$3.72 billion in 2022, a \$16.8 million (-0.4%) decrease.

- Revenues from mobile telephony services increased \$67.8 million (9.5%) to \$780.3 million, due primarily to an increase in the number of subscriber connections and higher average per-connection revenue.
- Revenues from Internet access services increased \$36.7 million (3.1%) to \$1.24 billion, due mainly to subscriber base growth and the impact of the acquisition of VMedia.
- Revenues from television services decreased \$36.9 million (-4.4%) to \$799.2 million, mainly because of decreases in the subscriber base and in average per-subscriber revenues.
- Revenues from wireline telephony services decreased \$26.0 million (-8.2%) to \$292.5 million, mainly because of the impact of the decrease in subscriber connections.
- Revenues from mobile equipment sales to customers increased \$45.8 million (16.6%) to \$322.2 million, mainly because of increases in the number and price of mobile devices sold.
- Revenues from wireline equipment sales to customers decreased \$111.8 million (-54.8%) to \$92.2 million, mainly because of a lower volume of equipment sales related to the Helix platform.
- Other revenues increased \$7.6 million (4.1%) to \$193.7 million, mainly reflecting a revenue increase at Videotron Business.

ARPU: Videotron's total ARPU was \$47.21 in 2022 compared with \$47.06 in 2021, a \$0.15 (0.3%) increase. Mobile ARPU was \$39.16 in 2022 compared with \$38.65 in 2021, a \$0.51 (1.3%) increase.

Customer statistics

RGUs – The total number of RGUs was 5,540,400 at December 31, 2022, an increase of 87,200 in 2022, including the addition of VMedia's 60,800 RGUs at the time of its acquisition, compared with an increase of 3,100 in 2021 (Table 2).

Mobile telephony – The number of subscriber connections to the mobile telephony service stood at 1,710,400 at December 31, 2022, an increase of 108,500 (6.8%) in 2022 compared with an increase of 120,800 in 2021 (Table 2).

Internet access – The number of subscribers to the Internet access service stood at 1,682,700 at December 31, 2022, an increase of 74,900 (4.7%) in 2022, including the addition of VMedia's 41,000 subscribers at the time of its acquisition, compared with an increase of 39,100 in 2021 (Table 2).

Television – The number of subscribers to television services stood at 1,396,100 at December 31, 2022, a decrease of 22,500 (-1.6%) in 2022, net of the addition of VMedia's 17,400 subscribers at the time of its acquisition, compared with a decrease of 57,000 in 2021 (Table 2).

Wireline telephony – The number of subscriber connections to the wireline telephony service stood at 751,200 at December 31, 2022, a decrease of 73,700 (-8.9%) in 2022, net of the addition of VMedia's 2,400 subscriber connections at the time of its acquisition, compared with a decrease of 99,800 in 2021 (Table 2).

Adjusted EBITDA: \$1.91 billion, a \$37.2 million (2.0%) increase due primarily to:

- the impact of the revenue increase, mainly in mobile services and equipment, and Internet services;
- decrease in operating expenses, including customer service costs, labour costs and administrative expenses.

Partially offset by:

- impact of lower revenues from wireline equipment.

Cost/revenue ratio: Employee costs and purchases of goods and services, expressed as a percentage of revenues, were 48.6% in 2022 compared with 49.8% in 2021. The reduction was mainly due to the decrease in operating expenses.

Net income attributable to shareholders: \$757.2 million in 2022, compared with \$693.3 million in 2021, an increase of \$63.9 million.

- The main favourable variances were:
 - \$40.1 million decrease in the loss on debt refinancing;
 - \$37.2 million increase in adjusted EBITDA;
 - \$18.2 million decrease in the depreciation and amortization charge.
- The main unfavourable variances were:
 - \$17.6 million increase in the income tax expense;
 - \$12.5 million increase in financial expenses.

Adjusted cash flows from operations: \$1.46 billion in 2022 compared with \$1.34 billion in 2021 (Table 13). The \$117.2 million (8.8%) increase was caused by decreases of \$67.4 million in additions to intangible assets and \$12.6 million in additions to property, plant and equipment, due primarily to a general slowdown in investment following the review of strategic priorities, and the \$37.2 million increase in adjusted EBITDA.

Cash flows provided by operating activities: \$1.35 billion, a \$110.1 million (8.9%) increase due to the favourable net change in non-cash balances related to operating activities and the increase in adjusted EBITDA, partially offset by increases in current income taxes and in the cash portion of financial expenses.

Depreciation and amortization charge: \$699.6 million in 2022, a \$18.2 million decrease due mainly to the impact of decreased investment in property, plant and equipment, including lower spending related to the leasing of set-top boxes.

Financial expenses: \$244.6 million, a \$12.5 million increase caused by higher average indebtedness, partially offset by the impact of the lower average interest rate on the long-term debt.

Loss on valuation and translation of financial instruments: \$0.8 million, a \$0.4 million unfavourable variance.

Charge for restructuring of operations and other items: \$12.7 million in 2022, a \$1.1 million unfavourable variance.

- A \$3.5 million charge was recognized in 2022 in connection with cost-reduction measures (\$12.3 million in 2021). An asset impairment charge of \$2.9 million was also recorded in 2022 (\$0.8 million in 2021). In addition, a \$6.3 million charge for other items was recorded in 2022 (gain of \$1.5 million in 2021).

Loss on debt refinancing: \$40.1 million in 2021.

On June 3, 2021, Videotron issued a redemption notice for its 5.000% Senior Notes maturing on July 15, 2022, in the aggregate principal amount of US\$800.0 million, at a redemption price of 104.002% of their principal amount. As a result, a \$40.1 million net loss was recorded in the consolidated statement of income in 2021.

Income tax expense: \$197.9 million in 2022 (effective tax rate of 25.9%), compared with \$180.3 million in 2021 (effective tax rate of 26.5%), a \$17.6 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

2023 financial year

Cash flows provided by operating activities: \$1.60 billion in 2023 compared with \$1.35 billion in 2022.

The \$244.6 million increase was primarily due to:

- \$317.4 million increase in adjusted EBITDA;
- \$50.3 million decrease in current income taxes;

Partially offset by:

- \$84.2 million increase in the cash portion of financial expenses;
- \$30.3 million unfavourable net change in non-cash balances related to operating activities, due primarily to unfavourable variances in contract assets, income tax payable and accounts receivable, partially offset by favourable variances in accounts payable, accrued charges and provisions, and inventory;
- \$10.8 million unfavourable variance in the cash portion of restructuring, acquisition costs and other.

2022 financial year

Cash flows provided by operating activities: \$1.35 billion in 2022 compared with \$1.24 billion in 2021.

The \$110.1 million increase was primarily due to:

- \$114.5 million favourable net change in non-cash balances related to operating activities, due primarily to favourable variances in accounts receivable, accounts payable, accrued charges and provisions, and contract costs, partially offset by an unfavourable variance in inventories;
- \$37.2 million increase in adjusted EBITDA;

Partially offset by:

- \$27.9 million increase in current income taxes;
- \$12.8 million increase in the cash portion of financial expenses.

Working capital: Negative \$1.14 billion at December 31, 2023, compared with negative \$10.4 million at December 31, 2022, a \$1.13 billion unfavourable variance. This variance was mainly due to the increase in the current portion of long-term debt, including the unfavourable variance in the net value of derivative financial instruments related to the current portion, partially offset by the positive impact of working capital items related to the Freedom acquisition.

Investing activities

Cash flows used for additions to property, plant and equipment: \$389.3 million in 2023 compared with \$369.7 million in 2022. The \$19.6 million increase was mainly due to the impact of the Freedom acquisition and to the \$9.7 million unfavourable net change in current non-cash items.

Deferred subsidies used to finance additions to property, plant and equipment: \$39.3 million in 2023, compared with \$123.1 million in 2022. These amounts represent the use of subsidies received under the program to roll out high-speed Internet services in various regions of Québec, and recorded as a reduction of additions to property, plant and equipment.

Cash flows used for additions to intangible assets: \$156.6 million in 2023 compared with \$75.1 million in 2022. The \$81.5 million increase mainly reflects the impact of the Freedom acquisition, purchases of software licences and the acquisition of spectrum licences for \$9.9 million.

Proceeds from disposal of assets: \$1.7 million in 2023 compared with \$7.0 million in 2022.

Business acquisitions: \$2.07 billion in 2023 compared with \$1.4 billion in 2022. The Corporation disbursed \$2.07 billion to acquire Freedom in 2023.

Issuance of a promissory note to 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 from operating activities

Free cash flows from operating activities: \$1.06 billion in 2023 compared with \$912.7 million in 2022 (Table 14). The \$148.1 million increase was due mainly to a \$244.6 million increase in cash flows provided by operating activities, partially offset by a \$71.6 million increase in cash flows used for additions to intangible assets, excluding spectrum licences, and a 19.6 million increase in cash flows used for additions to property, plant and equipment.

Financing activities

Consolidated debt (long-term debt plus bank indebtedness): \$2.29 billion increase in 2023; \$88.7 million net unfavourable variance in assets and liabilities related to derivative financial instruments.

- Additions to debt in 2023 essentially consisted of:
 - a new \$2.10 billion secured term credit facility that Videotron entered into with a syndicate of financial institutions on April 3, 2023 to finance the acquisition of Freedom. The term credit facility consists of three tranches of equal size maturing in October 2024, April 2026 and April 2027, bearing interest at Bankers' acceptance rate, SOFR, Canadian prime rate or U.S. prime rate, plus a premium determined by Videotron's leverage ratio;
 - \$286.1 million increase in total drawings on the secured revolving bank credit facilities.
- Debt reductions in 2023 essentially consisted of:
 - \$97.5 million favourable impact of average exchange rate variance. The consolidated debt reduction attributable to this item was offset by the decrease in the asset (or increase in the liability) related to derivative financial instruments.
- Assets and liabilities related to derivative financial instruments totalled a net asset of \$110.8 million at December 31, 2023 compared with \$199.5 million at December 31, 2022. The \$88.7 million net unfavourable variance was mainly due to unfavourable impact of average exchange rate variance on the value of derivative financial instruments.
- On January 13, 2023, Videotron's secured revolving credit facility was amended to increase it from \$1.50 billion to \$2.00 billion. Certain terms and conditions of this credit facility were also amended.

Financial position

Net available liquidity: \$1.65 billion at December 31, 2023 for the Corporation and its wholly owned subsidiaries, consisting of \$1.64 billion in available unused revolving credit facilities and \$7.1 million in cash and cash equivalents.

Consolidated debt (long-term debt plus bank indebtedness): \$7.61 billion at December 31, 2023, a \$2.29 billion increase compared with December 31, 2022; \$88.7 million net unfavourable variance in assets and liabilities related to derivative financial instruments (see “Financing activities” above).

As at December 31, 2023, minimum principal payments on long-term debt in the coming years are as follows:

Table 3
Minimum principal payments on Corporation’s long-term debt
12 months ending December 31
(in millions of Canadian dollars)

2024	\$	1,480.6
2025		400.0
2026		1,422.0
2027		1,480.6
2028		750.0
2029 and thereafter		2,112.1
Total	\$	7,645.3

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 3.5 years as of December 31, 2023 (5.0 years as of December 31, 2022). After taking into account hedging instruments, the debt consisted of approximately 67.9% fixed-rate debt (95.1% at December 31, 2022) and 32.1% floating-rate debt (4.9% at December 31, 2022).

The Corporation’s management believes that cash flows and available sources of financing should be sufficient to cover committed cash requirements for acquisition of property, plant and equipment and of intangible assets (including spectrum licences), working capital, interest payments, income tax payments, repayments of debt and lease liabilities, pension plan contributions, share repurchases, and dividend payments to the shareholder. The Corporation believes it will be able to meet future maturities of its debt and lease liabilities, which are staggered over the coming years.

Pursuant to its financing agreements, the Corporation is required to maintain certain financial ratios. At December 31, 2023, the Corporation was in compliance with all required financial ratios.

Dividends declared and paid

For the year ended December 31, 2023, the Corporation paid \$421.0 million in common dividends to the parent corporation, compared with \$671.0 million in 2022. 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.

Purchase of shares of Quebecor Media and servicing of subsidiary subordinated loan

Unlike corporations in the United States, corporations in Canada are not permitted to file consolidated tax returns. As a result, we have entered into certain transactions described below that have the effect of using tax losses of Quebecor Media and its subsidiaries.

Tax Consolidation Arrangements with the Parent Corporation

On October 1, 2021, the Corporation contracted a subordinated loan of \$1.47 billion from Quebecor Media, bearing interest at a rate of 8.5%, payable semi-annually, and maturing on October 1, 2051. On the same day, the Corporation invested the total proceeds of \$1.47 billion into 1,473,000 preferred shares, Series M, of 9346-9963 Quebec Inc. These shares carry the right to receive an annual dividend of 8.6%, payable semi-annually.

On December 10, 2021, 9346-9963 Quebec Inc. redeemed 1,473,000 preferred shares, Series M for a total cash consideration of \$1.47 billion. On the same day, the Corporation used the total proceeds of \$1.47 billion to repay its subordinated loans contracted from Quebecor Media.

On October 17, 2022, the Corporation contracted a subordinated loan of \$2.11 billion from Quebecor Media, bearing interest at a rate of 10.5%, payable semi-annually, and maturing on October 17, 2052. On the same day, the Corporation invested the total proceeds of \$2.11 billion into 2,113,000 preferred shares, Series N, of 9346-9963 Quebec Inc. These shares carry the right to receive an annual dividend of 10.6%, payable semi-annually.

On December 7, 2022, 9346-9963 Quebec Inc. redeemed 2,113,000 preferred shares, Series N for a total cash consideration of \$2.11 billion. On the same day, the Corporation used the total proceeds of \$2.11 billion to repay its subordinated loan contracted from Quebecor Media.

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.

Issuance of shares

In 2022, the Corporation issued 20,958 common shares with a value of \$17.3 million as part of VMedia transfer from Quebecor Media.

Reduction of paid-up capital

During the year ended December 31, 2021, the Corporation reduced its paid-up capital for cash consideration of \$720.0 million.

600 MHz, 3500 MHz and 3800 MHz spectrum auction

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. Videotron made an initial deposit of \$59.8 million on January 17, 2024 and the balance of \$239.1 million will be paid in May 2024.

On January 26, 2023, Videotron announced a \$9.9 million investment in the acquisition of spectrum licences in the 600 MHz band in Manitoba and in the 3500 MHz band in Québec. The acquisition was made in the auction of residual spectrum licences that concluded on January 25, 2023 with the announcement by ISED Canada of the tentatively accepted bids.

Videotron is thus increasing its wireless service capacity and continues to pave the way for the expansion of its wireless infrastructure in Canada.

Analysis of consolidated balance sheet

Table 4
Consolidated balance sheet
Analysis of main variances between December 31, 2023 and 2022
(in millions of Canadian dollars)

	Dec. 31, 2023 ¹	Dec. 31, 2022 ¹	Difference	Main reasons for difference
Assets				
Accounts receivable	\$ 963.2	\$ 619.1	\$ 344.1	Impact of the Freedom acquisition and of current variances in activities
Contract assets	125.4	50.2	75.2	Impact of the Freedom acquisition and of current variances in activities
Inventories	348.7	247.2	101.5	Impact of the Freedom acquisition and of current variances in activities
Other current assets	180.1	122.0	58.1	Impact of the Freedom acquisition and of current variances in activities
Property, plant and equipment	3,152.9	2,610.4	542.5	Impact of the Freedom acquisition and additions to property, plant and equipment, less depreciation for the period
Intangible assets	3,299.3	2,162.7	1,136.6	Impact of the Freedom acquisition and additions to intangible assets, less amortization for the period
Right-of-use assets	313.0	128.1	184.9	Impact of the Freedom acquisition, less depreciation for the period.
Derivative financial instruments ²	110.8	199.5	(88.7)	See “Financing activities”
Promissory notes to the parent corporation	996.0	160.0	836.0	Quebecor Media issued a \$836.0 million promissory note payable to Videotron, bearing interest at 7.000%
Other assets	348.5	247.9	100.6	Impact of the Freedom acquisition
Liabilities				
Accounts payable, accrued charges and provisions	920.9	629.5	291.4	Impact of the Freedom acquisition and of current variances in activities
Deferred revenue	347.4	277.1	70.3	Impact of the Freedom acquisition and of current variances in activities
Long-term debt, including current portion and bank indebtedness	7,609.9	5,318.7	2,291.2	See “Financing activities”
Lease liabilities ³	346.1	158.3	187.8	Impact of the Freedom acquisition and of current variances in activities
Other liabilities	207.6	124.3	83.3	Impact of the Freedom acquisition and of current variances in activities

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

² Current and long-term assets less long-term liabilities.

³ Current and long-term liabilities.

ADDITIONAL INFORMATION

Contractual obligations

At December 31, 2023, material contractual obligations of operating activities included: capital repayment and interest on long-term debt and lease liabilities; commitments relating to additions to property, plant and equipment, mobile devices, intangible assets and other commitments; and obligations related to derivative financial instruments, less estimated future receipts on derivative financial instruments. Table 5 below shows a summary of these contractual obligations.

Table 5
Contractual obligations of the Corporation as of December 31, 2023
(in millions of Canadian dollars)

	Total	Under 1 year	1-3 years	3-5 years	5 years or more
Long-term debt ¹	\$ 7,645.3	\$ 1,480.6	\$ 1,822.0	\$ 2,230.6	\$ 2,112.1
Interest payments on long-term debt ²	1,171.3	308.7	517.2	237.3	108.1
Lease liabilities	346.1	99.3	142.6	71.9	32.3
Interest payments on lease liabilities	59.8	17.7	25.3	11.8	5.0
Additions to property, plant and equipment, mobile devices, intangible assets and other commitments	2,201.8	769.9	1,301.4	103.4	27.1
Derivative financial instruments ³	(134.6)	(87.7)	—	9.8	(56.7)
Total contractual obligations	\$ 11,289.7	\$ 2,588.5	\$ 3,808.5	\$ 2,664.8	\$ 2,227.9

- ¹ The carrying value of long-term debt excludes changes in the fair value of long-term debt related to hedged interest rate risk and 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, 2023.
- ³ Estimated future receipts, net of future disbursements, related to foreign exchange hedging on the principal of U.S.-dollar-denominated debt using derivative financial instruments.

Significant commitments included in Table 5

Videotron has agreements for the purchase of mobile devices from suppliers, a network-sharing and service exchange agreement with Rogers, and agreements for the roll-out of LTE-A and 5G radio access technologies. It also has an agreement with Comcast Corporation to operate an Internet Protocol Television (IPTV) delivery solution. Finally, it committed to ISED Canada for the purchase of spectrum, with the final payment due in May 2024. As at December 31, 2023, the balance of those commitments stood at \$2.02 billion.

Pension plan contributions

The expected employer contributions to the Corporation's defined benefit pension plans and postretirement benefit plans will be \$0.5 million in 2024, based on the most recent financial actuarial reports filed (contributions of \$2.5 million were paid in 2023).

Related party transactions

The following Table 6 describes transactions in which the Corporation and its directors, executive officers and affiliates are involved. These transactions were accounted for at the consideration agreed between the parties.

Table 6
Related party transactions
(in millions of Canadian dollars)

	2023	2022	2021
Ultimate parent and parent corporation:			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.6	10.2	10.2
Operating expenses recovered	(1.8)	(2.0)	(2.3)
Corporations under common control:			
Revenues	4.1	4.7	5.3
Purchase of goods and services	147.5	112.3	109.7
Operating expenses recovered	0.2	(0.7)	0.4
Other affiliated corporations			
Purchase of goods and services	30.5	21.9	10.6
Acquisition of property, plant and equipment and intangible assets	11.0	8.6	4.6

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 \$33.4 million in 2023 (\$27.2 million in 2022 and \$40.5 million in 2021). 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 resulting from 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 note to 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.

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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 7
Description of derivative financial instruments at December 31, 2023
(in millions of dollars)

Foreign exchange forward contracts

Maturity	CAN dollar average exchange rate per one U.S. dollar	Notional amount sold	Notional amount bought
Less than 1 year	1.3430	\$ 96.0	US\$71.5

Interest rate swaps

Maturity	Notional amount	Pay/receive	Fixed rate	Floating rate
2027	\$ 700.0	Pay fixed/ receive floating	3.503 %	1-month Bankers' acceptance

Cross-currency swaps

Hedged item	Hedging instrument			
	Period covered	Notional amount	Annual interest rate on notional amount in CAN dollars	CAN dollar exchange rate on interest and capital payments per one U.S. dollar
Secured term credit facility	1-month period	US\$1,554.0	1-month Bankers' acceptance + 0.98%	1.3514
Secured revolving credit facility	1-month period	US\$134.0	1-month Bankers' acceptance + 1.07%	1.3435
5.375% Senior Notes due 2024	2014 to 2024	US\$158.6	3-month Bankers' acceptance + 2.67%	1.1034
5.375% Senior Notes due 2024	2017 to 2024	US\$441.4	5.62 %	1.1039
5.125% Senior Notes due 2027	2017 to 2027	US\$600.0	4.82 %	1.3407
3.625% Senior Notes due 2029	2021 to 2029	US\$500.0	4.04 %	1.2109

Certain cross-currency and interest rate swaps entered into by the Corporation include an option that allows each party to unwind the transaction on a specific date at the settlement amount then in effect.

The gains and losses on valuation and translation of financial instruments for 2023 and 2022 are summarized in Table 8.

Table 8
Gain (loss) on valuation and translation of financial instruments
(in millions of Canadian dollars)

	2023	2022	2021
(Gain) loss on the ineffective portion of fair value hedges	\$ (0.3)	\$ 0.8	\$ 0.4

A gain on cash flow hedges of \$5.1 million was recorded under "Other comprehensive income" in 2023 (loss of \$58.9 million in 2022).

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, 2023 and 2022 are as follows:

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

Asset (liability)	2023		2022	
	Carrying value	Fair value	Carrying value	Fair value
Long-term debt¹	\$ (7,645.3)	\$ (7,368.1)	\$ (5,356.6)	\$ (4,800.7)
Derivative financial instruments²				
Foreign exchange forward contracts	(1.5)	(1.5)	3.4	3.4
Interest rate swaps	5.4	5.4	—	—
Cross-currency swaps	106.9	106.9	196.1	196.1

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

² The net fair value of derivative financial instruments designated as cash flow hedges is an asset position of \$78.0 million as of December 31, 2023 (\$165.5 million in 2022) and the net fair value of derivative financial instruments designated as fair value hedges is an asset position of \$32.8 million as of December 31, 2023 (\$34.0 million in 2022).

In 2022, 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 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, 2023, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1.24 billion (\$742.3 million as of December 31, 2022).

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, 2023, 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, 2023, the provision for expected credit losses represented 4.7% of the gross amount of trade receivables and contract assets (1.6% as of December 31, 2022), while 3.5% of trade receivables were 90 days past their billing date (2.8% as of December 31, 2022).

The following table shows changes to the provision for expected credit losses for the years ended December 31, 2023 and 2022:

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

	2023	2022
Balance at beginning of year	\$ 12.1	\$ 14.4
Changes in expected credit losses charged to income	35.6	16.3
Business acquisitions	36.3	—
Write-off	(25.4)	(18.6)
Balance at end of year	\$ 58.6	\$ 12.1

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 3.5 years as of December 31, 2023 (5.0 years as of December 31, 2022). 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 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, 2023, 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 income and 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, 2023 is as follows:

Increase (decrease)	Income	Other comprehensive income
Increase of \$0.10	\$ 0.2	\$ 6.7
Decrease of \$0.10	(0.2)	(6.7)

A variance of \$0.10 in the 2023 average exchange rate of CAN dollars per one U.S. dollar would have resulted in a variance of \$5.9 million on the value of unhedged purchases of goods and services and \$5.8 million on the value of unhedged acquisitions of tangible and intangible assets in 2023.

Interest rate risk

Some of the Corporation's bank credit facilities bear interest at floating rates based on the following reference rates: (i) Bankers' acceptance rate, (ii) SOFR, (iii) Canadian prime rate, and (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. After taking into account hedging instruments, the long-term debt consisted of approximately 67.9% fixed-rate debt (95.1% at December 31, 2022) and 32.1% floating-rate debt (4.9% at December 31, 2022).

The estimated sensitivity on interest payments of a 100 basis-point variance in the year-end Canadian Bankers' acceptance rate as of December 31, 2023 was \$24.0 million.

A variance of 100 basis points in the discount rate used to calculate the fair value of financial instruments, as of December 31, 2023, 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 note to the parent corporation. The capital structure as of December 31, 2023 and 2022 is as follows:

Table 11
Capital structure of the Corporation
(in millions of Canadian dollars)

	2023	2022
Bank indebtedness	\$ —	\$ 0.4
Long-term debt	7,609.9	5,318.3
Lease liabilities	346.1	158.3
Derivative financial instruments	(110.8)	(199.5)
Cash and cash equivalents	(8.0)	(1.8)
Promissory note to the parent corporation	(996.0)	(160.0)
Net liabilities	6,841.2	5,115.7
Equity	\$ 155.9	\$ (230.8)

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

There are a number of legal proceedings against the Corporation that are pending. At this stage of proceedings, 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. Generally, management of the Corporation establishes provisions for claims or actions considering the facts of each case. The Corporation cannot determine when and if payment will be made related to these legal proceedings.

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 be comprised 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, consisting of future cash flows derived primarily from the most recent budget and three-year strategic plan approved by the Corporation’s management and presented to the Board of Directors. These forecasts 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. A perpetual growth rate is used for cash flows beyond the three-year strategic plan period. The discount rate used by the Corporation is a pre-tax rate derived from 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 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.

An impairment loss recognized in prior periods for long-lived assets with finite useful lives and intangible assets having an indefinite useful life, other than goodwill, can be reversed through the consolidated statement of income to the extent that the resulting carrying value does not exceed the carrying value that would have been the result had no impairment loss been recognized previously.

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. Furthermore, the discounted cash flow method used in determining the recoverable amount of an asset or CGU relies on the use of estimates such as the amount and timing of cash flows, expected variations in the amount or timing of those cash flows, the time value of money as represented by the risk-free rate, and the risk premium associated with the asset or CGU.

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, as well as the potential reversal of the impairment charge in the future.

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, 2023 was \$550.1 million, and the net book value of intangible assets with indefinite useful lives as at December 31, 2023 was \$2.46 billion.

Indefinite useful life of spectrum licences

Management has concluded that spectrum licences have an indefinite useful life. This conclusion was based on an analysis of factors, such as the Corporation's financial ability to renew the spectrum licences, the competitive, legal and regulatory landscape, and future expectations regarding the use of the spectrum licences. The determination that spectrum licences have an indefinite useful life therefore involves judgment, which could have an impact on the amortization charge recorded in the consolidated statements of income if management were to change its conclusion in the future.

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 anticipated equipment or inventory 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.
- 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. The ineffectiveness, if any, is recorded in the consolidated statements of income as a gain or loss on valuation and translation of financial instruments.

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

- 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.
- 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.

Any change in the fair value of derivative financial instruments recorded in income is included in gain or loss on valuation and translation of financial instruments. Interest expense on hedged long-term debt is reported at the hedged interest and foreign currency rates.

Derivative financial instruments that do not qualify for hedge accounting, including derivatives that are embedded in financial or non-financial contracts that are not closely related to the host contracts, are reported on a fair value basis on the consolidated balance sheets. Any change in the fair value of these derivative financial instruments is recorded in the consolidated statements of income as a gain or loss on valuation and translation of financial instruments.

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.

Remeasurements of the net defined benefit liability or asset are recognized immediately in Other comprehensive income.

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 a significant impact on the costs and obligations of pension plans and postretirement benefits in future periods.

Share-based compensation

Stock-based awards to employees that call for settlement in cash, such as deferred share units ("DSUs"), or 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 DSUs is based on the underlying share price at the date of valuation. 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 and assumptions such as the risk-free interest rate, distribution yield, expected volatility, and the expected remaining life of the option.

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

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. The amount recognized for onerous contracts is the lower of the cost necessary to fulfill the obligations, net of expected economic benefits deriving from the contracts, and any indemnity or penalty arising from failure to fulfill those obligations.

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

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.

Provision for expected credit losses

The Corporation maintains a provision to cover anticipated credit losses from customers who are unable to pay their debts. The provision is reviewed periodically, considering the specific credit risk of its customers, the expected lifetime of its financial assets, historical trends and economic conditions.

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 be comprised 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."

Contingent considerations and future conditional adjustments

Contingent considerations and future conditional adjustments arising from business acquisition or disposal are measured and accounted for at their fair value. The fair value is estimated based on a present value model requiring management to assess the probabilities that the conditions on which the contingent considerations and future conditional adjustments are based will be met in the future. The assessment of these contingent and conditional potential outcomes requires judgment from management and could have an impact on the initial amount of contingent considerations or future conditional adjustments recognized and on any subsequent changes in fair value recorded in the consolidated statements of income.

Interpretation of laws and regulations

Interpretation of laws and regulations, 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.

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 high-speed Internet 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 program to support the roll-out of high-speed Internet services in various regions of Québec (\$216.2 million received in March 2021), the amount received is recorded as deferred subsidies on the consolidated balance sheets. When the investments required under the program are realized, the corresponding subsidies are recognized as a reduction in additions to property, plant and equipment. No amount was deferred as of December 31, 2023 since all investments under this program have been incurred (a balance of \$39.3 million as of December 31, 2022).

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 incremental borrowing rate or the interest rate implicit in the lease at that date. The term of the lease is comprised 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.

Interests on lease liabilities are 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.

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 from operating activities 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, gain (loss) on valuation and translation of financial instruments, restructuring, acquisition costs 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. It should not be considered in isolation or as a substitute for measures of performance prepared in accordance with IFRS. The Corporation's management and Board of Directors use this measure in evaluating its consolidated results as well as the results of the Corporation's operating segments. 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 periodic costs of tangible and intangible assets used in generating revenues. The Corporation also uses other measures that do reflect such costs, such as adjusted cash flows from operations and free cash flows from operating activities. 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, 2023 and 2022 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	
	2023	2022	2021	2023	2022
Adjusted EBITDA	\$ 2,230.3	\$ 1,912.9	\$ 1,875.7	\$ 559.0	\$ 475.9
Depreciation and amortization	(844.0)	(699.6)	(717.8)	(215.4)	(172.1)
Financial expenses	(331.0)	(244.6)	(232.1)	(87.7)	(61.6)
Gain (loss) on valuation and translation of financial instruments	0.3	(0.8)	(0.4)	0.1	—
Restructuring, acquisition costs and other	(20.4)	(12.7)	(11.6)	(4.0)	(4.4)
Loss on debt refinancing	—	—	(40.1)	—	—
Income taxes	(237.7)	(197.9)	(180.3)	(63.7)	(39.3)
Net income	\$ 797.5	\$ 757.3	\$ 693.4	\$ 188.3	\$ 198.5

Adjusted cash flows from operations and free cash flows from operating activities

Adjusted cash flows from operations

Adjusted cash flows from operations represents adjusted EBITDA, less additions to property, plant and equipment and to intangible assets (excluding licence acquisitions and renewals). Adjusted cash flows from operations represents funds available for interest and income tax payments, expenditures related to restructuring programs, business acquisitions, licence acquisitions and renewals, 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 from operating activities

Free cash flows from operating activities represents cash flows provided by operating activities calculated in accordance with IFRS, less cash flows used for additions to property, plant and equipment and to intangible assets (excluding expenditures related to spectrum licence acquisitions and renewals), plus proceeds from disposal of assets. Free cash flows from operating activities is used by the Corporation's management and Board of Directors to evaluate cash flows generated by the Corporation's operations. Free cash flows from operating activities represents available funds for business acquisitions, spectrum licence acquisitions and renewals, payment of dividends, repayment of long-term debt and lease liabilities, and share repurchases. Free cash flows from operating activities 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 from operating activities 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 from operating activities 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, 2023 and 2022 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	
	2023	2022	2021	2023	2022
Adjusted EBITDA	\$ 2,230.3	\$ 1,912.9	\$ 1,875.7	\$ 559.0	\$ 475.9
Additions to property, plant and equipment ¹	(388.8)	(378.9)	(391.5)	(109.6)	(96.9)
Additions to intangible assets ²	(147.9)	(78.2)	(145.6)	(50.8)	(18.8)
Adjusted cash flows from operations	\$ 1,693.6	\$ 1,455.8	\$ 1,338.6	\$ 398.6	\$ 360.2

	Years ended December 31			Three months ended December 31	
	2023	2022	2021	2023	2022
¹ Reconciliation to cash flows used for additions to property, plant and equipment as per consolidated financial statements:					
Additions to property, plant and equipment	\$ (388.8)	\$ (378.9)	\$ (391.5)	\$ (109.6)	\$ (96.9)
Net variance in current operating items related to additions to property, plant and equipment (excluding government credits receivable for major capital projects)	(0.5)	9.2	(15.7)	(0.5)	22.5
Cash flows used for additions to property, plant and equipment	\$ (389.3)	\$ (369.7)	\$ (407.2)	\$ (110.1)	\$ (74.4)
	Years ended December 31			Three months ended December 31	
	2023	2022	2021	2023	2022
² Reconciliation to cash flows used for additions to intangible assets as per consolidated financial statements:					
Additions to intangible assets	\$ (147.9)	\$ (78.2)	\$ (145.6)	\$ (50.8)	\$ (18.8)
Net variance in current operating items related to additions to intangible assets (excluding government credits receivable for major capital projects)	1.2	3.1	(10.5)	14.2	1.5
Cash flows used for spectrum licence acquisitions	(9.9)	—	(830.0)	—	—
Cash flows used for additions to intangible assets	\$ (156.6)	\$ (75.1)	\$ (986.1)	\$ (36.6)	\$ (17.3)

Table 14

Free cash flows from operating activities 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	
	2023	2022	2021	2023	2022
Adjusted cash flows from operations from Table 13	\$ 1,693.6	\$ 1,455.8	\$ 1,338.6	\$ 398.6	\$ 360.2
Plus (minus)					
Cash portion of financial expenses	(323.0)	(238.8)	(226.0)	(85.5)	(60.1)
Cash portion of restructuring, acquisition costs and other	(20.6)	(9.8)	(10.8)	(4.0)	(4.3)
Current income taxes	(213.1)	(263.4)	(235.5)	(38.6)	(52.0)
Other	2.5	5.6	8.2	(1.6)	(0.9)
Net change in non-cash balances related to operating activities	(79.3)	(49.0)	(163.5)	(100.1)	(18.9)
Net variance in current operating items related to additions to property, plant and equipment (excluding government credits receivable for major capital projects)	(0.5)	9.2	(15.7)	(0.5)	22.5
Net variance in current operating items related to additions to intangible assets (excluding government credits receivable for major capital projects)	1.2	3.1	(10.5)	14.2	1.5
Free cash flows from operating activities	1,060.8	912.7	684.8	182.5	248.0
Plus (minus)					
Cash flows used for additions to property, plant and equipment	389.3	369.7	407.2	110.1	74.4
Cash flows used for additions to intangible assets (excluding expenditures related to spectrum licence acquisitions and renewals)	146.7	75.1	156.1	36.6	17.3
Proceeds from disposal of assets	(1.7)	(7.0)	(7.7)	(0.9)	(0.5)
Cash flows provided by operating activities	\$ 1,595.1	\$ 1,350.5	\$ 1,240.4	\$ 328.3	\$ 339.2

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, the current portion of 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 its 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, 2023</u>	<u>Dec. 31, 2022</u>	<u>Dec. 31, 2021</u>
Total long-term debt¹	\$ 7,645.3	\$ 5,356.6	\$ 5,408.2
Plus (minus)			
Lease liabilities ²	346.1	158.3	153.8
Bank indebtedness	—	0.4	—
Derivative financial instruments ³	(110.8)	(199.5)	(117.2)
Cash and cash equivalents	(8.0)	(1.8)	(10.5)
Consolidated net debt	<u>7,872.6</u>	<u>5,314.0</u>	<u>5,434.3</u>
Divided by:			
Trailing 12-month adjusted EBITDA ⁴	<u>\$ 2,329.6</u>	<u>\$ 1,912.9</u>	<u>\$ 1,875.7</u>
Consolidated net debt leverage ratio⁴	<u>3.38x</u>	<u>2.78x</u>	<u>2.90x</u>

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

² Current and long-term liabilities.

³ Current and long-term assets, less long-term 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 revenue per unit

The Corporation uses ARPU, an industry metric, as a key performance indicator. This indicator is used to measure monthly revenues per average RGU. ARPU is not a measurement that is consistent with IFRS and the Corporation's definition and calculation of ARPU may not be the same as identically titled measurements reported by other companies.

Mobile ARPU 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.

Total ARPU is calculated by dividing the combined revenues from mobile and wireline telephony, Internet access, television and OTT services by the total average number of RGUs from mobile and wireline telephony, Internet access and television services during the applicable period, and then dividing the resulting amount by the number of months in the applicable period.

Controls and procedures

In 2023, the Corporation acquired Freedom. The Corporation has excluded the controls, policies and procedures of Freedom from the design and evaluation of disclosure controls and procedures (“DCP”) and Internal control over financial reporting (“ICFR”), as permitted by National Instrument 52-109 of the Canadian Securities Administrators for a period of 365 days following an acquisition. Given the size and timing of the Freedom acquisition, the limitation of the scope is primarily due to the time required to assess Freedom’s DCP and ICFR in accordance with the Corporation’s other activities. The Corporation currently expects to finalize its assessment within the regulatory time period.

Since the acquisition date, Freedom’s results have been included in the Corporation’s consolidated financial statements. For 2023, Freedom’s revenues and net income represented approximately 18.3% and 11.8% of the Corporation’s consolidated revenues and consolidated net income, respectively. As percentages of the Corporation’s total consolidated current assets and liabilities, Freedom’s current assets and liabilities as at December 31, 2023 represented approximately 29.1% and 13.6%, respectively, and its non-current assets and liabilities represented approximately 23.7% and 3.7% of the Corporation’s total consolidated non-current assets and liabilities.

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, 2024:

Name and Municipality of Residence	Age	Position
CHANTAL BÉLANGER, FCPA, ASC-C.DIR ⁽¹⁾ Blainville, Québec	71	Director and Chair of the Audit and Risk Management Committee
ANDRÉ P. BROSSEAU ⁽¹⁾ Montréal, Québec	62	Director
MICHÈLE COLPRON, FCPA, ASC ⁽¹⁾ Saint-Lambert, Québec	60	Director
SYLVIE LALANDE, ASC-C.DIR Lachute, Québec	73	Director
LISE CROTEAU, FCPA, ASC ⁽¹⁾ Mont-Tremblant, Québec	63	Director
PIERRE KARL PÉLADEAU Montréal, Québec	62	President
FRÉDÉRIC DÉRY Montréal, Québec	48	Vice President, Sales and Marketing
MOHAMED DRIF Montréal, Québec	57	Senior Vice President and Chief Technology Officer
JEAN-FRANÇOIS LESCADRES Town of Mount-Royal, Québec	45	Vice President Finance
JEAN-FRANÇOIS PARENT Nuns’ Island, Québec	44	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 CAS from September 2017 to May 2022 and has served on its board since 2016. Ms. Bélanger currently serves as a Director, Chair of the Audit Committee and member of the Corporate Governance Committee of Lassonde Industries Inc.

André P. Brosseau, *Director and member of the Audit and Risk Management Committee*. Mr. Brosseau has been a Director and member of the Audit and Risk Management Committee of Videotron, Quebecor and Quebecor Media since May 12, 2016. He has also been a member of the Human Resources and Corporate Governance Committee of Quebecor and Quebecor Media since May 2017 and has been Chairman of the Executive Committee of Quebecor Media since May 2018. 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. He was, until the sale of the company in the summer of 2021, a Director, Chair of the Audit Committee and Chair of the Compensation Committee for DMD Digital Health Connections Group Inc., a company of which he was one of the five founders, and that provides digital solutions for pharmaceutical companies. Mr. Brosseau is also Vice Chair and owner of Quintess (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 with CIBC, mostly based in Toronto. Most recently he was Co-Head of Canadian Cash Equities and of Global Cash Equities at CIBC World Markets Inc., as well as a member of the Executive Committee. 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.

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. Ms. Colpron has over 30 years 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 Lalande, *Director*. Ms. Lalande 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 Lead Director of Quebecor and Quebecor Media on November 8, 2017, as Vice Chair on May 8, 2018 and as Chair of the Human Resources and Corporate Governance Committee on May 12, 2016. She has been a Director of TVA Group since December 2001 and was appointed as Chair of the Board on March 10, 2014. She has also served 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. Lalande began her career in the radio industry, after which she founded her own consultation firm. In 2006, Ms. Lalande earned a university certificate in corporate governance from the Collège des administrateurs de sociétés de l'Université Laval (CAS). She is also a qualified corporate director (ASC). Ms. Lalande 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. Lalande 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. 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.

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 Péladeau.

Frédéric Déry, Vice President Sales and Marketing, consumer Market. Mr. Déry was appointed to his current position in October 2021. In addition to his marketing duties, Mr. Déry is also in charge of business development and sales performance. He is leading the field sales representatives and the network extension team. From January 2018 to September 2021, he was Vice President, CX and Product Innovation. Prior to that, Mr. Déry was Vice President Sales and Marketing for Videotron B2B division. Mr. Déry joined Videotron in February 2007 as General Manager, Marketing for Videotron business. He was one of the main architects of the new Helix product, the successful commercial launch and brand performance. He also contributed to the roll-out of Fizz new digital mobile and broadband brand in the Québec market. Prior to joining Videotron, Mr. Déry worked for nine years as Sales director in the agro-food sector. Mr. Déry graduated from HEC Montreal with a degree in Marketing.

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, Vice President Finance. Mr. Lescadres was appointed to his current position in December 2021. Prior to his current position, Mr. Lescadres spent the last eighteen years in various positions in the organization, most recently as the General Manager, Corporate development, where he was the lead of the company's investments and partnerships. 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*.

Certain Developments in 2024

On February 29, 2024, the Right Honorable Brian Mulroney, a pillar of Videotron's Board of Directors, passed away, leaving an enduring legacy in the political, economic and philanthropic life of Québec and Canada.

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, 2023, 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 \$55,000. 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, 2023 to its executive officers as a group, excluding those who are also executive officers of, and compensated by, Quebecor Media, was approximately \$5.5 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.

During the year ended December 31, 2023, 1,845,000 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, 2023, a total of 2,741,560 options to purchase Quebecor Class B Shares, with a weighted average exercise price of \$31.43 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 29, 2023, was \$31.52.

Quebecor's DSU plan

On July 13, 2016, Quebecor established a 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, 2023, an aggregate total of 9,838 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 \$9,025 as of December 31, 2023. Videotron changed this pension plan to a defined contribution plan for new employees hired on and after May 1, 2012. Freedom provide a defined contribution plan for its employees since the 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 \$180,500. An executive officer contributes to this plan an amount equals to 5% of his or her salary up to a maximum of \$9,025 as of December 31, 2023. 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, 2023 to provide the pension benefits to its senior executives, as a group, was \$129,300. 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, 2023 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
\$180,500	\$ 36,100	\$ 51,450	\$ 72,700	\$ 90,250	\$ 108,300

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 five 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. André P. Brosseau. 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, 2023, Videotron had 7,295 employees. As of December 31, 2022 and 2021, Videotron had 5,455 and 5,841 employees respectively. Most Videotron employees are based and work in the province of Quebec. Videotron had 4,304 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 Quebec (434 unionized employees) and Saguenay (231 unionized employees), which are in effect until December 31, 2026. The collective agreement covering 2,534 unionized employees in the Montreal region will expire on December 31, 2025. The collective agreement covering 214 unionized employees in the Gatineau region expired on August 31, 2021. Negotiations are underway to this effect. The collective agreement covering 41 unionized employees of the Videotron subsidiary, SETTE Inc. expired on December 31, 2023. Finally, we entered into a collective agreement covering the 850 employees of the Freedom subsidiary which will expire on October 30, 2027.

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, 2023” 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,		
	2023	2022	2021
	(in millions)		
Ultimate Parent and Parent Corporation:			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.6	10.2	10.2
Operating expenses recovered	(1.8)	(2.0)	(2.3)
Corporations Under Common Control:			
Revenues	4.1	4.7	5.3
Purchase of goods and services	147.5	112.3	109.7
Operating expenses recovered	0.2	(0.7)	0.4
Other affiliated corporations:			
Purchase of goods and services	30.5	21.9	10.6
Acquisition of property, plant and equipment and intangible assets	11.0	8.6	4.6

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 \$33.4 million in 2023, \$27.2 million in 2022 and \$40.5 million in 2021. 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 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.

On December 7, 2022, 9346-9963 Québec Inc., a subsidiary of Quebecor Media, redeemed 2,113,000 preferred shares, Series N for a total cash consideration of \$2,113.0 million. On the same day, Videotron used the total proceeds of \$2,113.0 million to repay its subordinated loans contracted from Quebecor Media.

On October 17, 2022, Videotron contracted a subordinated loan of \$2,113.0 million from Quebecor Media Inc., bearing interest at a rate of 10.5%, payable semi-annually, and maturing on October 17, 2052. On the same day, Videotron invested the total proceeds of \$2,113.0 million into 2,113,000 preferred shares, Series N, of 9346-9963 Québec Inc. These shares carry the right to receive an annual dividend of 10.6%, payable semi-annually.

On December 10, 2021, 9346-9963 Québec Inc. redeemed 1,473,000 preferred shares, Series M for a total cash consideration of \$1,473.0 million. On the same day, the Corporation used the total proceeds of \$1,473.0 million to repay its subordinated loans contracted from Quebecor Media.

On October 1, 2021, the Corporation contracted a subordinated loan of \$1,473.0 million from Quebecor Media, bearing interest at a rate of 8.5%, payable semi-annually, and maturing on October 1, 2051. On the same day, the Corporation invested the total proceeds of \$1,473.0 million into 1,473,000 preferred shares, Series M, of 9346-9963 Québec Inc. These shares carry the right to receive an annual dividend of 8.6%, payable semi-annually.

The above 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, 2023” 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, 2023 and 2022, and its consolidated statements of income, comprehensive income, equity and cash flows for the years ended December 31, 2023, 2022 and 2021, 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.

B- 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.

C- Dividend Policy

During the years ended December 31, 2023, December 31, 2022 and December 31, 2021, Videotron paid aggregate cash dividends on its common shares of \$421,000,000, \$671,000,000 and \$585,000,000, 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.

D- 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, 2023.

ITEM 9 – THE OFFER AND LISTING

A- Offer and Listing Details

Not applicable.

B- Plan of Distribution

Not applicable.

C- Markets

Outstanding Notes

On June 17, 2021, Videotron issued and sold \$750.0 million aggregate principal amount of its 3 $\frac{1}{2}$ % Senior Notes due June 15, 2028. Videotron also issued US\$500.0 million aggregated principal amount of its 3 $\frac{1}{2}$ % 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 3 $\frac{1}{2}$ % 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 4 $\frac{1}{2}$ % 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.

On April 13, 2017, Videotron issued and sold US\$600.0 million aggregate principal amount of its 5 $\frac{1}{8}$ % Senior Notes due April 15, 2027, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On September 15, 2015, Videotron issued and sold \$375.0 million aggregate principal amount of its 5 $\frac{3}{4}$ % Senior Notes due January 15, 2026, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On April 9, 2014, Videotron issued and sold US\$600.0 million aggregate principal amount of its 5 $\frac{3}{8}$ % Senior Notes due June 15, 2024, in private placements exempt from the registration requirement of the Securities Act and the prospectus requirements of applicable Canadian securities laws.

On June 17, 2013, Videotron issued and sold \$400.0 million aggregate principal amount of its 5 $\frac{5}{8}$ % Senior Notes due June 15, 2025 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 the Senior Notes. Videotron's obligations under the Senior Notes and the related indentures are fully and unconditionally guaranteed (the "**Guarantees**") by each of its subsidiaries other than those subsidiaries which represent, in the aggregate, less than 1% of its consolidated assets, liabilities, revenues, net income and intercompany balances. Since these non-guarantor subsidiaries are immaterial, Videotron's summarized financial information and that of the subsidiary guarantors, on a combined basis after elimination of intercompany transactions and balances among them and excluding investments in and equity in the earnings of non-guarantor subsidiaries, is not presented in this annual report.

Under the terms of the Guarantees, the subsidiary guarantors guarantee to each holder the due and punctual payment of any principal, accrued and unpaid interest (and all Additional Amounts, as such term is defined in the applicable indenture, if any) due under the debt securities in accordance with each indenture. The Guarantees are the full, direct, unconditional, unsecured and unsubordinated general obligations of the subsidiary guarantors.

The Guarantees of a subsidiary guarantor will be terminated (and any subsidiary guarantor will automatically and unconditionally be released from all obligations under its Guarantee) at substantially the same time that (i) the relevant subsidiary guarantor is released from its guarantee of Videotron's credit facilities, or (ii) such subsidiary guarantor is sold or designated as an unrestricted subsidiary under the indentures. If the Guarantees by the subsidiary guarantors are released, Videotron is not required to replace them, and the Senior Notes will have the benefit of fewer or no Guarantees for the remaining maturity of such debt securities.

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 5¾% Senior Notes due 2024, its 5¼% Senior Notes due 2027 and its 3¾% Senior Notes due 2029 is Cede & Co., a nominee of The Depository Trust Company, and the record holder of its 5¾% Senior Notes due 2025, its 5¼% Senior Notes due 2026, its 3¾% Senior Notes due 2028, its 4½% Senior Notes due 2030 and its 3¼% Senior Notes due 2031 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 or 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.
- (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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 Videotron, the guarantors party thereto, 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 Videotron, the guarantors party thereto, 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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 Videotron, the guarantors party thereto, 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 Videotron, the guarantors party thereto, 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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (g) **Indenture relating to US\$500,000,000 of Videotron's 3½% Senior Notes due June 15, 2029, dated as of June 17, 2021, by and among Videotron, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee.**

On June 17, 2021, Videotron issued US\$500,000,000 aggregate principal amount of its 3½% Senior Notes due June 15, 2029, pursuant to an Indenture, dated as of June 17, 2021, 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, 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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (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 Videotron, the guarantors party thereto, 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 Videotron, the guarantors party thereto, 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 guaranteed on a senior unsecured basis by most, but not all, of Videotron's subsidiaries. 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.

- (i) **Credit Agreement originally dated as of November 28, 2000, by and among Videotron, as borrower, the guarantors party thereto, the financial institutions party thereto from time to time, as lenders, and Royal Bank of Canada, as administrative agent, as amended.**

Videotron's senior credit facilities, as amended and restated as of June 16, 2015 (and as amended thereafter), currently provide for a \$2,000,000,000 secured revolving credit facility that matures on July 20, 2026 and a \$2,100,000,000 secured term credit facility composed of three tranches of \$700,000,000 each maturing respectively on October 3, 2024, 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 secured revolving credit facility bear interest at, as applicable, the Canadian prime rate, the U.S. prime rate, Term SOFR or the bankers' acceptance rate, plus agreed pricing margins. Videotron has also agreed to pay specified standby fees in respect of its revolving credit facility.

The revolving credit facility is repayable in full on July 20, 2026 and the term credit facility is repayable in three tranches of \$700,000,000 each on October 3, 2024, on April 3, 2026 and on April 3, 2027 respectively.

Borrowings under Videotron's senior credit facilities and under eligible derivative instruments are secured by a first-ranking hypothec or security interest (subject to certain permitted encumbrances) on all current and future assets of Videotron and of the guarantors under the senior credit facility (which include most, but not all of Videotron's subsidiaries), guarantees by such guarantors, pledges of shares by Videotron and such guarantors and other security.

Videotron's senior credit facilities contain 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 senior credit facilities contain 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.

(j) **Share Purchase Agreement dated as of August 12, 2022, by and among Quebecor, Videotron, Rogers and Shaw**

On August 12, 2022, Quebecor, the Corporation, Rogers and Shaw entered into a share purchase agreement for the sale of Freedom to the Corporation, including the Freedom brand's entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets, for a purchase price of \$2.85 billion on a cash-free and debt-free basis. According to the terms of the share purchase agreement, the acquisition of Freedom was conditional on (i) clearance under the Competition Act (Canada) and (ii) approval of the Minister of Innovation, Science and Industry, which were obtained respectively on December 31, 2022 and March 31, 2023. The completion of the acquisition of Freedom was further subject to: (i) there not having occurred a Material Adverse Effect (as such term is defined in the share purchase agreement), and (ii) the satisfaction of all conditions or waiver of all conditions precedent to the completion of the purchase by Rogers of all of the issued and outstanding shares in the capital of Shaw by way of a plan of arrangement under the provisions of the *Business Corporations Act* (Alberta).

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 5½% Senior Notes due June 15, 2024 (the "5½% Senior Notes"), (ii) Videotron's 5% Senior Notes due June 15, 2025 (the "5% Senior Notes"), (iii) Videotron's 5¼% Senior Notes due January 15, 2026 (the "5¼% Senior Notes"), (iv) Videotron's 5⅞% Senior Notes due April 15, 2027 (the "5⅞% Senior Notes"), (v) Videotron's 3⅞% Senior Notes due June 15, 2028 (the "3⅞% C\$ Senior Notes"), (vi) Videotron's 3⅞% Senior Notes due June 15, 2029 (the "3⅞% US\$ Senior Notes"), (vii) Videotron's 4½% Senior Notes due January 15, 2030 (the "4½% Senior Notes"), and (viii) Videotron's 3⅞% Senior Notes due January 15, 2031 (the "3⅞% 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 5½% Senior Notes, 5¼% Senior Notes, 3⅞% C\$ Senior Notes, 4½% Senior Notes and 3⅞% 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;

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- 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;
- 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.

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, and (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 (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 for the purposes of the Tax Act) owns or has the right to acquire or control or is otherwise deemed to own 25% or more of Videotron's shares determined on a votes or fair market value basis.

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, 2023 included under "Item 18. Financial Statements" of this annual report.

Foreign Currency Risk

Most of Videotron's consolidated revenues and expenses, other than interest expense on U.S.-dollar-denominated debt, purchases of set-top boxes, gateways, modems, mobile devices and certain capital expenditures, are received or denominated 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, 2023 and to hedge its exposure on certain purchases of set-top boxes, gateways, modems, mobile devices and certain capital expenditures. 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) bankers' acceptance rate, (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, 2023, after taking into account the hedging instruments, long-term debt was comprised of 67.9% fixed rate debt (95.1% in 2022) and 32.1% floating rate debt (4.9% in 2022).

The estimated sensitivity on interest payments of a 100 basis-point variance in the year-end Canadian bankers' acceptance rate as of December 31, 2023 was \$24.0 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, 2023, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1,237.9 million (\$742.3 million as of December 31, 2022). 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, 2023, 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, 2023, the provision for expected credit losses represented 4.7% of the gross amount of trade receivables and contract assets (1.6% as of December 31, 2022), while 3.5% of trade receivables were 90 days past their billing date (2.8% as of December 31, 2022).

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, 2023, 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:

<u>Year ending December 31,</u>	<u>(in millions of dollars)</u>
2024	1,480.6
2025	400.0
2026	1,422.0
2027	1,480.6
2028	750.0
2029 and thereafter	2,112.1
Total	7,645.3

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.

In April 2023, the Corporation acquired Freedom. Videotron has excluded the controls, policies and procedures of Freedom from the design and evaluation of disclosure controls and procedures and internal control over financial reporting. Given the size and timing of the Freedom acquisition, the limitation of the scope is primarily due to the time required to assess Freedom’s disclosure controls and procedures and internal control over financial reporting in accordance with the Videotron’s other activities. For 2023, Freedom’s revenues and net income represented approximately 18.3% and 11.8% of Videotron’s consolidated revenues and consolidated net income, respectively. As percentages of Videotron’s total consolidated current assets and liabilities, Freedom’s current assets and liabilities as at December 31, 2023 represented approximately 29.1% and 13.6%, respectively, and its non-current assets and liabilities represented approximately 23.7% and 3.7% of Videotron’s total consolidated non-current assets and liabilities.

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 (“**COSO**”). Based on this evaluation, management concluded that Videotron’s internal control over financial reporting was effective as of December 31, 2023.

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, 2022, 2021 and 2020. The audited consolidated financial statements for each of the fiscal years in the three-year period ended December 31, 2022 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, 2022, 2021 and 2020, 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, 2022, 2021 and 2020.

	2022	2021	2020
Audit Fees ⁽¹⁾	\$ 2,313,972	\$ 1,221,560	\$ 1,283,320
Audit related Fees ⁽²⁾	—	100,400	—
Tax Fees ⁽³⁾	103,031	173,448	32,800
All Other Fees ⁽⁴⁾	—	—	—
Total	\$ 2,417,003	\$ 1,495,408	\$ 1,316,120

- (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 INSPECTION

Not applicable.

ITEM 16J – INSIDER TRADING POLICIES

Not applicable.

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 2023 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, 2023 and 2022 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, 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.

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 \(translation\) \(incorporated by reference to Exhibit 1.4 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 1.3 [Articles of Incorporation of Vidéotron Infrastructures Inc., as amended as of February 17, 2011 \(incorporated by reference to Exhibit 1.7 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2010, filed on March 21, 2011, Commission file No. 033-51000\).](#)
- 1.4 [By-laws of Vidéotron Infrastructures Inc. \(translation\) \(incorporated by reference to Exhibit 1.8 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on March 21, 2012, Commission file No. 033-51000\).](#)
- 1.5 [Certificate of Incorporation of Videotron US Inc. as of September 20, 2007 \(incorporated by reference to Exhibit 1.9 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2008, filed on March 6, 2009, Commission file No. 033-51000\).](#)
- 1.6 [Amended and Restated Certificate of Incorporation of Videotron US Inc. as of October 1, 2008 \(incorporated by reference to Exhibit 1.10 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2008, filed on March 6, 2009, Commission file No. 033-51000\).](#)
- 1.7 [By-laws of Videotron US Inc. \(incorporated by reference to Exhibit 1.11 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2008, filed on March 6, 2009, Commission file No. 033-51000\).](#)
- 1.8 [Certificate and Articles of Constitution of 9176-6857 Québec Inc. as of December 5, 2006 \(translation\) \(incorporated by reference to Exhibit 1.29 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 1.9 [Certificate and Articles of Amendment of 9176-6857 Québec Inc. as of June 13, 2014 \(translation\) \(incorporated by reference to Exhibit 1.30 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 1.10 [By-laws of 9176-6857 Québec Inc. \(translation\) \(incorporated by reference to Exhibit 1.31 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2016, filed on March 21, 2017, Commission file No. 033-51000\).](#)
- 1.11 [Certificate and Articles of Incorporation of Fizz Mobile & Internet Inc. as of November 27, 2018 \(translation\) \(incorporated by reference to Exhibit 1.28 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 1.12 [By-laws of Fizz Mobile & Internet Inc. \(translation\) \(incorporated by reference to Exhibit 1.29 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)

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- 1.13 [Certificate and Articles of Amalgamation of VMedia Inc. as of November 1, 2018 \(incorporated by reference to Exhibit 1.13 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.14 [By-laws of VMedia Inc. \(translation\) \(incorporated by reference to Exhibit 1.14 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.15 [Certificate and Articles of Incorporation of rivertv Inc. as of May 19, 2019 \(incorporated by reference to Exhibit 1.15 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.16 [By-laws of rivertv Inc. \(translation\) \(incorporated by reference to Exhibit 1.16 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.17 [Certificate and Articles of Incorporation of 2251723 Ontario Inc. as of July 27, 2010 \(incorporated by reference to Exhibit 1.17 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.18 [By-laws of 2251723 Ontario Inc \(incorporated by reference to Exhibit 1.18 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)
- 1.19 [Certificate and Articles of Incorporation of Freedom Mobile Inc.](#)
- 1.20 [By-laws of Freedom Mobile Inc.](#)
- 1.21 [Certificate and Articles of Incorporation of Freedom Mobile Distribution Inc.](#)
- 1.22 [By-laws of Freedom Mobile Distribution Inc.](#)
- 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., Fibrenoire Inc. and Canadian P2P Fibre 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., Fibrenoire Inc. and Canadian P2P Fibre 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 riverty 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 5¾% 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 5¾% 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., Fibrenoire Inc. and Canadian P2P Fibre 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 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 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 5¾% 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., Fibrenoire Inc. and Canadian P2P Fibre 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 rivertv 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 \(incorporated by reference to Exhibit 2.31 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2019, filed on March 24, 2020, Commission file No. 033-51000\).](#)
- 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](#)

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- [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 rivertv 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 rivertv 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 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 June 17, 2021 \(incorporated by reference to Exhibit 2.65 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2022, filed on March 27, 2023, Commission file No. 033-51000\).](#)

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- 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 \(incorporated by reference to Exhibit 4.4 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed on March 18, 2016, Commission file No. 033-51000\).](#)
- 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., Fibrenoire Inc. and Canadian P2P Fibre 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., Fibrenoire Inc. and Canadian P2P Fibre 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., Fibrenoire Inc. and Canadian P2P Fibre Systems Ltd., as guarantors \(incorporated by reference to Exhibit 4.7 of Videotron's Annual Report on Form 20-F for the fiscal year ended December 31, 2018, filed on March 26, 2019, Commission file No. 033-51000\).](#)

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- 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 rivertv 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 rivertv Inc., as guarantors.](#)
- 4.12 [Eight 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.](#)
- 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 \(incorporated by reference to Videotron's Current Report on Form 6-K, filed on April 4, 2023, Commission file No. 033-51000\).](#)
- 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.](#)

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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: Vice President Finance

Dated: March 27, 2024

Videotron Ltd.
CONSOLIDATED FINANCIAL STATEMENTS

Years ended December 31, 2023, 2022 and 2021

[Report of Independent Registered Public Accounting Firm](#) (PCAOB ID: 1263) F-2

Consolidated financial statements

[Consolidated Statements of Income for the years ended December 31, 2023, 2022 and 2021](#) F-5

[Consolidated Statements of Comprehensive Income for the years ended December 31, 2023, 2022 and 2021](#) F-6

[Consolidated Statements of Equity for the years ended December 31, 2023, 2022 and 2021](#) F-7

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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, 2023 and 2022, the related consolidated statements of income, comprehensive income, equity and cash flows, for each of the three years in the period ended December 31, 2023, 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, 2023 and 2022, and its financial performance and its cash flows for each of the three years in the period ended December 31, 2023, 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 matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: [1] relate to accounts or disclosures that are material to the financial statements and [2] involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters 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 matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

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 \$4,654.0 million for the year ended December 31, 2023 and \$347.4 million of deferred revenue as of December 31, 2023, 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, 2023. 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, 2023, 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.

Valuation of telecommunication network and various intangible assets acquired in a business combination

Description of the matter As disclosed in note 7 to the consolidated financial statements, on April 3, 2023 the Corporation acquired all of the issued shares of Freedom Mobile Inc. (“Freedom”) from Shaw Communications Inc. for a net cash consideration of \$2,067.8 million. The net identifiable assets acquired were recognized at their fair value as of the acquisition date, which included \$598 million related to the telecommunications network and \$1,177.7 million of intangible assets, of which a significant portion related to spectrum licenses, customer relationships and the Freedom brand.

Auditing the Corporation’s valuation of the telecommunications network and the above-mentioned intangible assets in its acquisition of Freedom was determined to be a critical audit matter as it involved significant estimation and auditor judgement in evaluating the valuation methodologies, inputs and assumptions used by management. Management judgement was required to determine the most appropriate valuation method to estimate the fair value of the assets. In addition, significant estimation was needed by management in determining key assumptions that included revenue growth rates, customer attrition rates, operating margin forecasts, royalty rate and discount rates, as well as in using available information such as comparable replacement cost data and market data. Changes to these assumptions could have a significant impact on the fair value of those assets.

How we addressed the matter in our audit To test the fair value of the Corporation’s acquired telecommunication network, spectrum licenses, customer relationships and Freedom brand name, our audit procedures included, among others, involving our valuation specialists to assist in evaluating the appropriateness of the Corporation’s valuation methodologies and key assumptions used. We assessed the revenue growth rates, customer attrition rates and operating margins by comparing to historical performance and to available external data. We assessed the royalty rate and discount rates, with the assistance of our valuation specialists, by developing a range of independent estimates and comparing those to the rates selected by management. We performed procedures to evaluate the reasonableness of estimates made by management to determine the fair value of the telecommunication network and spectrum licenses by comparing to documentation for comparable replacement costs and to market information. Finally, we performed sensitivity analyses on significant assumptions to evaluate the changes in the fair value of the acquired spectrum licenses, customer relationship, brand name and telecommunication network that would result from changes in the assumptions.

/s/ Ernst & Young LLP

We have served as the Corporation’s auditor since 2008.

Montreal, Canada
March 22, 2024

**VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF INCOME**

Years ended December 31, 2023, 2022 and 2021
(in millions of Canadian dollars)

	Note	2023	2022	2021
Revenues				
Mobile telephony		\$ 1,420.7	\$ 780.3	\$ 712.5
Internet		1,283.8	1,238.1	1,201.4
Television		802.6	799.2	836.1
Wireline telephony		278.3	292.5	318.5
Mobile equipment sales		613.5	322.2	276.4
Wireline equipment sales		70.1	92.2	204.0
Other		185.0	193.7	186.1
		<u>4,654.0</u>	<u>3,718.2</u>	<u>3,735.0</u>
Employee costs	2	472.3	397.7	405.9
Purchase of goods and services	2	1,951.4	1,407.6	1,453.4
Depreciation and amortization	9, 10, 11	844.0	699.6	717.8
Financial expenses	3	331.0	244.6	232.1
(Gain) loss on valuation and translation of financial instruments		(0.3)	0.8	0.4
Restructuring, acquisition costs and other	4	20.4	12.7	11.6
Loss on debt refinancing	5	—	—	40.1
Income before income taxes		<u>1,035.2</u>	<u>955.2</u>	<u>873.7</u>
Income taxes (recovery):	6			
Current		213.1	263.4	235.5
Deferred		24.6	(65.5)	(55.2)
		<u>237.7</u>	<u>197.9</u>	<u>180.3</u>
Net income		<u>\$ 797.5</u>	<u>\$ 757.3</u>	<u>\$ 693.4</u>
Net income attributable to				
Shareholder		\$ 797.4	\$ 757.2	\$ 693.3
Non-controlling interests		0.1	0.1	0.1

See accompanying notes to consolidated financial statements.

**VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

Years ended December 31, 2023, 2022 and 2021
(in millions of Canadian dollars)

	Note	2023	2022	2021
Net income		\$ 797.5	\$ 757.3	\$ 693.4
Other comprehensive income:				
Items that may be reclassified to income:				
Cash flow hedges:				
Gain (loss) on valuation of derivative financial instruments		5.1	(58.9)	4.6
Deferred income taxes		0.5	6.2	1.4
Items that will not be reclassified to income:				
Defined benefit plans:				
Re-measurement gain	26	6.4	77.3	107.9
Deferred income taxes		(1.7)	(20.5)	(28.6)
Reclassification to income:				
Gain related to cash flow hedges	5	—	—	(1.0)
Deferred income taxes		—	—	0.6
		10.3	4.1	84.9
Comprehensive income		\$ 807.8	\$ 761.4	\$ 778.3
Comprehensive income attributable to				
Shareholder		\$ 807.7	\$ 761.3	\$ 778.2
Non-controlling interests		0.1	0.1	0.1

See accompanying notes to consolidated financial statements.

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF EQUITY

Years ended December 31, 2023, 2022 and 2021
(in millions of Canadian dollars)

	Equity attributable to the shareholder			Equity attributable to non-controlling interests	Total equity
	Capital stock (note 18)	Deficit	Accumulated other comprehensive loss (note 20)		
Balance as of December 31, 2020	\$ 1,015.6	\$ (721.8)	\$ (105.7)	\$ 0.4	\$ 188.5
Net income	—	693.3	—	0.1	693.4
Other comprehensive income	—	—	84.9	—	84.9
Reduction of paid-up capital	(720.0)	—	—	—	(720.0)
Dividends	—	(585.0)	—	(0.1)	(585.1)
Balance as of December 31, 2021	295.6	(613.5)	(20.8)	0.4	(338.3)
Net income	—	757.2	—	0.1	757.3
Other comprehensive income	—	—	4.1	—	4.1
Issuance of common shares	17.3	—	—	—	17.3
Dividends	—	(671.0)	—	(0.2)	(671.2)
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

See accompanying notes to consolidated financial statements.

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31, 2023, 2022 and 2021
(in millions of Canadian dollars)

	Note	2023	2022	2021
Cash flows related to operating activities				
Net income		\$ 797.5	\$ 757.3	\$ 693.4
Adjustments for:				
Depreciation of property, plant and equipment	9	551.2	516.0	542.4
Amortization of intangible assets	10	194.0	142.4	136.7
Depreciation of right-of-use assets	11	98.8	41.2	38.7
(Gain) loss on valuation and translation of financial instruments		(0.3)	0.8	0.4
Gain on disposal of other assets		(1.0)	—	—
Impairment of assets	4	0.4	2.9	0.8
Loss on debt refinancing	5	—	—	40.1
Amortization of financing costs	3	8.0	5.8	6.1
Deferred income taxes	6	24.6	(65.5)	(55.2)
Other		1.2	(1.4)	0.5
		1,674.4	1,399.5	1,403.9
Net change in non-cash balances related to operating activities		(79.3)	(49.0)	(163.5)
Cash flows provided by operating activities		1,595.1	1,350.5	1,240.4
Cash flows related to investing activities				
Additions to property, plant and equipment	9	(389.3)	(369.7)	(407.2)
Deferred subsidies (used) received to finance additions to property, plant and equipment	1(k)	(39.3)	(123.1)	162.4
		(428.6)	(492.8)	(244.8)
Additions to intangible assets	10	(156.6)	(75.1)	(986.1)
Business acquisitions	7	(2,069.6)	1.4	(6.7)
Proceeds from disposals of assets		1.7	7.0	7.7
Promissory note to the parent corporation	25	(836.0)	—	—
Redemption of preferred shares from an affiliated corporation	25	1,595.0	—	—
Other		(0.3)	(0.3)	(0.8)
Cash flows used in investing activities		(1,894.4)	(559.8)	(1,230.7)
Cash flows related to financing activities				
Net change in bank indebtedness		(0.4)	0.4	—
Net change under revolving facility, net of financing costs		285.0	(209.6)	285.0
Issuance of long-term debt, net of financing costs	15	2,092.5	—	1,986.8
Repayment of long-term debt	5	—	—	(1,023.3)
Repayment of lease liabilities	16	(94.8)	(42.1)	(39.4)
Settlement of hedging contracts	5	—	—	185.2
Dividends		(421.0)	(671.0)	(585.0)
Dividends paid to non-controlling interests		(0.1)	(0.2)	(0.1)
Repayment of a loan from the parent corporation	25	(1,595.0)	—	—
Reduction of paid-up capital		—	—	(720.0)
Cash flows provided by (used in) financing activities		266.2	(922.5)	89.2
Net change in cash, cash equivalents and restricted cash		\$ (33.1)	\$ (131.8)	\$ 98.9

VIDEOTRON LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)

Years ended December 31, 2023, 2022 and 2021
(in millions of Canadian dollars)

	2023	2022	2021
Net change in cash, cash equivalents and restricted cash	\$ (33.1)	\$ (131.8)	\$ 98.9
Cash, cash equivalents and restricted cash at beginning of the year	41.1	172.9	74.0
Cash, cash equivalents and restricted cash at end of the year	\$ 8.0	\$ 41.1	\$ 172.9
<u>Additional information on the consolidated statements of cash flows</u>			
Cash, cash equivalents and restricted cash consist of			
Cash	\$ 7.7	\$ 1.3	\$ 9.4
Cash equivalents	0.3	0.5	1.1
Restricted cash	—	39.3	162.4
	<u>\$ 8.0</u>	<u>\$ 41.1</u>	<u>\$ 172.9</u>
Net change in non-cash balances related to operating activities (excluding the effect of business acquisitions and disposals)			
Accounts receivable	\$ (99.0)	\$ (87.1)	\$ (201.3)
Contract assets	(52.1)	86.4	91.5
Amounts receivable from and payable to affiliated corporations	(16.0)	10.6	16.3
Inventories	(29.3)	(93.1)	(33.5)
Accounts payable, accrued charges and provisions	149.4	44.1	2.5
Income taxes	(61.6)	(11.0)	(22.7)
Deferred revenue	(2.7)	(7.4)	13.9
Defined benefit plans	9.8	(1.8)	(1.7)
Other	22.2	10.3	(28.5)
	<u>\$ (79.3)</u>	<u>\$ (49.0)</u>	<u>\$ (163.5)</u>
Interest and taxes reflected as operating activities			
Cash interest payments	\$ 374.4	\$ 242.0	\$ 244.8
Cash income tax payments (net of refunds)	274.0	273.7	257.5

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, 2023 and 2022
(in millions of Canadian dollars)

	Note	2023	2022
Assets			
Current assets			
Cash and cash equivalents		\$ 8.0	\$ 1.8
Restricted cash		—	39.3
Accounts receivable	8, 13	963.2	619.1
Contract assets	13	125.4	50.2
Amounts receivable from affiliated corporations	25	25.1	13.6
Income taxes		35.3	—
Inventories		348.7	247.2
Derivative financial instruments	24	129.3	—
Other current assets	13	180.1	122.0
		<u>1,815.1</u>	<u>1,093.2</u>
Non-current assets			
Property, plant and equipment	9	3,152.9	2,610.4
Intangible assets	10	3,299.3	2,162.7
Right-of-use assets	11	313.0	128.1
Goodwill	12	550.1	550.1
Derivative financial instruments	24	35.8	199.5
Investments	25	—	1,595.0
Promissory note to the parent corporation	25	996.0	160.0
Other assets	13	348.5	247.9
		<u>8,695.6</u>	<u>7,653.7</u>
Total assets		<u>\$ 10,510.7</u>	<u>\$ 8,746.9</u>

VIDEOTRON LTD.
CONSOLIDATED BALANCE SHEETS (continued)December 31, 2023 and 2022
(in millions of Canadian dollars)

	Note	2023	2022
Liabilities and equity			
Current liabilities			
Bank indebtedness		\$ —	\$ 0.4
Accounts payable, accrued charges and provisions	14	920.9	629.5
Amounts payable to affiliated corporations	25	91.0	95.5
Deferred revenue		347.4	277.1
Deferred subsidies	1(k)	—	39.3
Income taxes		18.4	24.5
Current portion of long-term debt	15	1,480.6	—
Current portion of lease liabilities	16	99.3	37.3
		<u>2,957.6</u>	<u>1,103.6</u>
Non-current liabilities			
Long-term debt	15	6,129.3	5,318.3
Subordinated loan from the parent corporation	25	—	1,595.0
Lease liabilities	16	246.8	121.0
Derivative financial instruments	24	54.3	—
Deferred income taxes	6	759.2	715.5
Other liabilities	17	207.6	124.3
		<u>7,397.2</u>	<u>7,874.1</u>
Equity			
Capital stock	18	312.9	312.9
Deficit		(150.9)	(527.3)
Accumulated other comprehensive loss	20	(6.4)	(16.7)
Equity attributable to the shareholder		<u>155.6</u>	<u>(231.1)</u>
Non-controlling interests		0.3	0.3
		<u>155.9</u>	<u>(230.8)</u>
Commitments and contingencies	21, 23		
Total liabilities and equity		<u>\$ 10,510.7</u>	<u>\$ 8,746.9</u>

See accompanying notes to consolidated financial statements.

On March 22, 2024, the Board of Directors approved the consolidated financial statements for the years ended December 31, 2023, 2022 and 2021.

On behalf of the Board of Directors,

/s/ Sylvie Lalonde
Sylvie Lalonde
Director*/s/ Chantal Bélanger*
Chantal Bélanger
Director and Chair of Audit and Risk Management Committee

**VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years ended December 31, 2023, 2022 and 2021
(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 voting</u>
Freedom Mobile Inc.	100.0 %
VMedia Inc.	100.0 %
Videotron Infrastructures Inc.	100.0 %
Videotron US Inc.	100.0 %
SETTE Inc.	<u>84.53 %</u>

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, 2023, 2022 and 2021

(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(s)) and the net defined benefit liability (note 1(t)), 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, 2022 and 2021 have been restated to conform to the presentation adopted for the year ended December 31, 2023.

(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 be comprised 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 and integration costs are expensed as incurred and included as acquisition costs in the consolidated statements of income.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(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 included in financial expenses, or in gain or loss on valuation and translation of financial instruments.

(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 be comprised 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

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(e) Revenue recognition (continued)

- 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.

(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.

An impairment loss recognized in prior periods for long-lived assets with finite useful lives and intangible assets having an indefinite useful life, other than goodwill, can be reversed through the consolidated statement of income to the extent that the resulting carrying value does not exceed the carrying value that would have been the result had no impairment loss been recognized previously.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(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 is comprised 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.

(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 consideration and future conditional adjustments 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.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(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

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 anticipated equipment or inventory 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.
- 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. The ineffectiveness, if any, is recorded in the consolidated statements of income as a gain or loss on valuation and translation of financial instruments.

**VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

Years ended December 31, 2023, 2022 and 2021

(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)

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

- 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.
- 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.

Any change in the fair value of derivative financial instruments recorded in income is included in gain or loss on valuation and translation of financial instruments. Interest expense on hedged long-term debt is reported at the hedged interest and foreign currency rates.

Derivative financial instruments that do not qualify for hedge accounting, including derivatives that are embedded in financial or non-financial contracts that are not closely related to the host contracts, are reported on a fair value basis on the consolidated balance sheets. Any change in the fair value of these derivative financial instruments is recorded in the consolidated statements of income as a gain or loss on valuation and translation of financial instruments.

(j) Financing costs

Financing costs related to long-term debt are capitalized in reduction of long-term debt and amortized using the effective interest rate method.

(k) 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 high-speed Internet 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 program to support the roll-out of high-speed Internet services in various regions of Québec (\$216.2 million received in March 2021), the amount received is recorded as deferred subsidies on the consolidated balance sheets. When the investments required under the program are realized, the corresponding subsidies are recognized as a reduction in additions to property, plant and equipment. No amount was deferred as of December 31, 2023 since all investments under this program have been incurred (a balance of \$39.3 million as of December 31, 2022).

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(l) Cash and cash equivalents

Cash and cash equivalents include highly liquid investments purchased three months or less from maturity and are recorded at fair value. These highly liquid investments consist mainly of Bankers' acceptances and term deposits.

(m) Trade receivables and contract assets

Trade receivables and contract assets are presented net of a provision for expected credit losses. The Corporation is using the IFRS 9 expected credit losses method to estimate that provision, which considers the specific credit risk of its customers, the expected lifetime of its financial assets, historical trends and economic conditions. Amounts receivable are written off when deemed uncollectible.

(n) 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 television 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 3 years beginning at the moment that the content is made available on the Corporation's OTT video services platforms.

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.

(o) 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 be comprised 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

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(o) Property, plant and equipment (continued)

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.

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.

(p) 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. 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 are mainly comprised 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 as long as they are expected to generate cash flows in the future and the Corporation intends to use them.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(p) Goodwill and intangible assets (continued)

Intangible assets (continued)

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.

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.

(q) 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.

(r) 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.

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

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.

(s) Stock-based compensation

Stock-based awards to employees that call for settlement in cash, such as deferred share units ("DSUs"), or 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 DSUs is based on the underlying share price at the date of valuation. 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. Key assumptions are described in note 19.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(f) 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 are comprised 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.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(t) Pension plans and postretirement benefits (continued)

(ii) Defined benefit pension plans and postretirement plans (continued)

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.

(u) 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.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(u) Use of estimates and judgments (continued)

(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.

(iv) Contingent considerations and future conditional adjustments

Contingent considerations and future conditional adjustments arising from business acquisition or disposal are measured and accounted for at their fair value. The fair value is estimated based on a present value model requiring management to assess the probabilities that the conditions on which the contingent considerations and future conditional adjustments are based will be met in the future. The assessment of these contingent potential outcomes requires judgment from management and could have an impact on the initial amount of contingent considerations or future conditional adjustments recognized and on any subsequent changes in fair value recorded in the consolidated statements of income.

(v) 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, operating margin forecasts, royalty rate and discount rates, as well as using available information such as comparable replacement cost data and market data. It also requires management to determine the most appropriate valuation method to estimate 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) Indefinite useful life of spectrum licences

Management has concluded that spectrum licences have an indefinite useful life. This conclusion was based on an analysis of factors, such as the Corporation's financial ability to renew the spectrum licences, the competitive, legal and regulatory landscape, and future expectations regarding the use of the spectrum licences. The determination that spectrum licences have an indefinite useful life therefore involves judgment, which could have an impact on the amortization charge recorded in the consolidated statements of income if management were to change its conclusion in the future.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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1. SUMMARY OF MATERIAL ACCOUNTING POLICIES (continued)

(u) Use of estimates and judgments (continued)

(iii) 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.

(v) Changes to accounting standards

On January 1, 2023, the Corporation adopted the following amendments to accounting standards:

- Amendments to IAS 1, *Presentation of financial statements - Disclosure of accounting policies*, to require entities to disclose material accounting policies information rather than significant accounting policies;
- Amendments to IAS 8, *Accounting policies, changes in accounting estimates and errors*, to clarify the definition of the terms “accounting policy” and “accounting estimate”;
- Amendments to IAS 12, *Income Taxes - Deferred income taxes related to assets and liabilities arising from a single transaction*, to restrict the scope of the exemption related to the recognition of deferred income taxes.

The adoption of these amendments to accounting policies had no material impact on the consolidated financial statements.

(w) Future changes to accounting standards

The IASB has issued the following amendments to accounting standards that will become effective for the annual period beginning on January 1, 2024:

- Amendments to IAS 1, *Presentation of financial statements – Classification of liabilities as current or non-current*, to clarify the requirements for classifying liabilities as current or non-current;
- Amendments to IAS 1, *Presentation of financial statements – Non-current liabilities with covenants*, to clarify the classification, presentation and disclosure requirements for non-current liabilities with covenants;
- Amendments to IAS 7, *Statement of cash flows* and IFRS 7, *Financial instruments: Disclosures – Supplier finance arrangements*, to add disclosure requirements that oblige entities to provide qualitative and quantitative information about supplier finance arrangements.

The Corporation does not expect these amendments to accounting policies to have a material impact on its consolidated financial statements.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(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:

	2023	2022	2021
Employee costs	\$ 636.4	\$ 539.5	\$ 574.3
Less employee costs capitalized to property, plant and equipment and to intangible assets	(164.1)	(141.8)	(168.4)
	472.3	397.7	405.9
Purchase of goods and services: ¹			
Royalties and rights	425.5	416.0	401.0
Cost of products sold	824.6	460.3	497.3
Subcontracting costs	109.9	92.9	147.7
Marketing and distribution expenses	95.1	62.1	61.3
Other	496.3	376.3	346.1
	1,951.4	1,407.6	1,453.4
	\$ 2,423.7	\$ 1,805.3	\$ 1,859.3

- ¹ Cost of inventories included in purchase of goods and services amounted to \$739.8 million in 2023 (\$444.2 million in 2022 and \$470.7 million in 2021). Write-downs of inventories totalling \$3.8 million were recognized in purchase of goods and services in 2023 (\$3.1 million in 2022 and \$2.0 million in 2021).

3. FINANCIAL EXPENSES

	2023	2022	2021
Third parties:			
Interest on long-term debt	\$ 366.1	\$ 235.3	\$ 228.0
Amortization of financing costs	8.0	5.8	6.1
Interest on lease liabilities	16.2	5.3	5.4
Interest on net defined benefit liability	0.9	3.1	5.4
(Gain) loss on foreign currency translation of short-term monetary items	(0.6)	2.8	(1.1)
Other	4.3	0.5	(3.7)
	394.9	252.8	240.1
Affiliated corporations:			
Interest expense	126.2	182.5	175.5
Dividend income	(127.5)	(184.4)	(177.4)
Interest on lease liabilities	1.3	1.5	1.7
Interest income	(63.9)	(7.8)	(7.8)
	(63.9)	(8.2)	(8.0)
	\$ 331.0	\$ 244.6	\$ 232.1

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

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4. RESTRUCTURING, ACQUISITION COSTS AND OTHER

	2023	2022	2021
Restructuring	\$ 4.9	\$ 3.9	\$ 12.3
Acquisition costs ¹	15.6	6.5	—
Impairment of assets	0.4	2.9	0.8
Other	(0.5)	(0.6)	(1.5)
	<u>\$ 20.4</u>	<u>\$ 12.7</u>	<u>\$ 11.6</u>

¹ Includes acquisition costs mainly related to the Freedom acquisition (note 7).

5. LOSS ON DEBT REFINANCING

On June 3, 2021, Videotron issued a redemption notice for its Senior Notes in aggregate principal amount of US\$800.0 million, bearing interest at 5.000% and due July 15, 2022, at a redemption price of 104.002% of their principal amount. As a result, a net loss of \$40.1 million was recorded in the consolidated statement of income in 2021, including a gain of \$1.0 million previously recorded in other comprehensive income. In July 2021, the Senior Notes were redeemed, and the related hedging contracts were unwound, for a total cash consideration of \$838.1 million, including the early redemption premium.

6. INCOME TAXES

The following table reconciles income taxes at the Corporation's domestic statutory tax rate of 26.5% in 2023 (26.5% in 2022 and 2021) with income taxes in the consolidated statements of income:

	2023	2022	2021
Income taxes at domestic statutory tax rate	\$ 274.3	\$ 253.1	\$ 231.5
(Reduction) increase resulting from:			
Non-deductible charges, non-taxable income and differences between current and future tax rates	0.1	(0.5)	(5.7)
Tax consolidation transactions (note 25)	(33.8)	(48.9)	(47.0)
Other	(2.9)	(5.8)	1.5
Income taxes	<u>\$ 237.7</u>	<u>\$ 197.9</u>	<u>\$ 180.3</u>

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		
	2023	2022	2023	2022	2021
Loss carryforwards	\$ 98.8	\$ —	\$ 0.9	\$ —	\$ —
Decommissioning obligation	37.6	15.6	(0.3)	—	—
Defined benefit plans	4.8	3.4	(3.1)	—	(2.3)
Contract assets	(45.2)	(18.3)	13.8	(22.9)	(24.3)
Property, plant and equipment	(414.3)	(400.7)	8.3	(34.8)	(24.4)
Goodwill, intangible assets and other assets	(449.1)	(323.9)	19.2	(7.7)	7.4
Long-term debt and derivative financial instruments	(5.0)	(4.8)	0.7	3.9	(6.1)
Other	13.2	13.2	(14.9)	(4.0)	(5.5)
	<u>\$ (759.2)</u>	<u>\$ (715.5)</u>	<u>\$ 24.6</u>	<u>\$ (65.5)</u>	<u>\$ (55.2)</u>

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

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6. INCOME TAXES (continued)

Changes in the net deferred income tax liability are as follows:

	Note	2023	2022
Balance at beginning of year		\$ (715.5)	\$ (762.7)
Recognized in income as continuing operations		(24.6)	65.5
Recognized in other comprehensive income		(1.2)	(14.3)
Business acquisitions	7	(17.9)	(4.0)
Balance at end of year		\$ (759.2)	\$ (715.5)

As of December 31, 2023, the Corporation had loss carryforwards for income tax purposes of \$374.8 million available to reduce future taxable income, which will expire between 2029 and 2043. These losses have been recognized.

There are no income tax consequences attached to the payment of dividends or distributions by the Corporation to its shareholder.

7. BUSINESS ACQUISITIONS

2023

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. The consideration paid is still subject to certain post-closing adjustments. This acquisition immediately preceded the acquisition of Shaw by Rogers Communications Inc. (“Rogers”). All required regulatory approvals were obtained prior to both transactions. The acquisition of Freedom includes the Freedom Mobile brand’s entire wireless and Internet customer base, as well as its owned infrastructure, spectrum and retail outlets. It 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 has also made certain commercial commitments to the Minister of Innovation, Science and Industry. These transactions will support the expansion of the Corporation’s telecommunications services in Ontario and Western Canada.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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7. BUSINESS ACQUISITIONS (continued)

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 (note 9).

3 Includes mainly spectrum licences, software, customer relationships, the Freedom brand and others (note 10).

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).

2022

In 2022, Quebecor Media transferred to Videotron all shares of VMedia Inc., an independent telecommunications service provider acquired in July 2022, in exchange for the issuance of 20,958 common shares with a value of \$17.3 million (note 18) and a contingent balance payable. The cash acquired relating to this transaction amounted to \$1.4 million. A contingent consideration of \$1.8 million was paid in the third quarter of 2023.

2021

In 2021, the Corporation acquired businesses for a total cash consideration of \$6.7 million.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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8. ACCOUNTS RECEIVABLE

	2023	2022
Trade	\$ 835.3	\$ 551.6
Other	127.9	67.5
	<u>\$ 963.2</u>	<u>\$ 619.1</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, 2021	\$ 233.8	\$ 1,383.0	\$ 6,841.2	\$ 95.8	\$ 8,553.8
Additions	3.1	66.8	257.1	42.7	369.7
Net change in additions financed with non-cash balances	—	(2.6)	(9.5)	14.7	2.6
Reclassification	(6.4)	6.8	82.0	(82.4)	—
Retirement, disposals and other	(2.0)	(137.4)	(60.3)	—	(199.7)
Balance as of December 31, 2022	228.5	1,316.6	7,110.5	70.8	8,726.4
Additions	1.4	56.9	205.0	126.0	389.3
Net change in additions financed with non-cash balances	—	0.2	22.1	(21.6)	0.7
Business acquisitions (note 7)	11.3	16.7	598.0	83.1	709.1
Reclassification	0.4	2.9	95.6	(98.9)	—
Retirement, disposals and other	(4.4)	(82.2)	(71.8)	—	(158.4)
Balance as of December 31, 2023	<u>\$ 237.2</u>	<u>\$ 1,311.1</u>	<u>\$ 7,959.4</u>	<u>\$ 159.4</u>	<u>\$ 9,667.1</u>
Accumulated depreciation and impairment losses					
Balance as of December 31, 2021	\$ 95.0	\$ 1,150.2	\$ 4,547.0	\$ —	\$ 5,792.2
Depreciation	6.2	78.6	431.2	—	516.0
Retirement, disposals and other	(2.0)	(132.7)	(57.5)	—	(192.2)
Balance as of December 31, 2022	99.2	1,096.1	4,920.7	—	6,116.0
Depreciation	9.1	74.2	467.9	—	551.2
Retirement, disposals and other	(2.1)	(80.2)	(70.7)	—	(153.0)
Balance as of December 31, 2023	<u>\$ 106.2</u>	<u>\$ 1,090.1</u>	<u>\$ 5,317.9</u>	<u>\$ —</u>	<u>\$ 6,514.2</u>
Net carrying amount					
As of December 31, 2022	\$ 129.3	\$ 220.5	\$ 2,189.8	\$ 70.8	\$ 2,610.4
As of December 31, 2023	<u>131.0</u>	<u>221.0</u>	<u>2,641.5</u>	<u>159.4</u>	<u>3,152.9</u>

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

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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, 2021	\$ 1,809.3	\$ 1,339.1	\$ 212.3	\$ 3,360.7
Additions	—	48.0	27.1	75.1
Net change in additions financed with non-cash balances	—	5.5	(2.6)	2.9
Business acquisitions (note 7)	—	11.7	6.1	17.8
Reclassification	—	165.2	(165.2)	—
Retirement, disposals and other	—	(29.8)	(0.3)	(30.1)
Balance as of December 31, 2022	1,809.3	1,539.7	77.4	3,426.4
Additions ¹	9.9	93.1	53.6	156.6
Net change in additions financed with non-cash balances	—	(12.6)	8.9	(3.7)
Business acquisitions (note 7)	791.7	89.9	296.1	1,177.7
Reclassification	—	72.0	(72.0)	—
Retirement, disposals and other	—	(30.0)	—	(30.0)
Balance as of December 31, 2023	\$ 2,610.9	\$ 1,752.1	\$ 364.0	\$ 4,727.0
Accumulated amortization and impairment losses				
Balance as of December 31, 2021	\$ 247.7	\$ 890.1	\$ 10.9	\$ 1,148.7
Amortization	—	139.4	3.0	142.4
Retirement, disposals and other	—	(27.1)	(0.3)	(27.4)
Balance as of December 31, 2022	247.7	1,002.4	13.6	1,263.7
Amortization	—	167.1	26.9	194.0
Retirement, disposals and other	—	(30.0)	—	(30.0)
Balance as of December 31, 2023	\$ 247.7	\$ 1,139.5	\$ 40.5	\$ 1,427.7
Net carrying amount				
As of December 31, 2022	\$ 1,561.6	\$ 537.3	\$ 63.8	\$ 2,162.7
As of December 31, 2023	2,363.2	612.6	323.5	3,299.3

¹ In 2023, Videotron acquired spectrum licences in the 600 MHz band in Manitoba and in the 3500 MHz band in Québec.

The net carrying value of intangible assets with an indefinite useful life, mainly spectrum licences and brand names, was \$2,462.0 million as of December 31, 2023 (\$1,567.6 million as of December 31, 2022).

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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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:

	Note	2023	2022
Cost			
Balance at beginning of year		\$ 381.5	\$ 352.8
Additions financed with lease obligations		56.9	45.3
Business acquisitions	7	226.2	—
Retirement and other		(16.9)	(16.6)
Balance at end of year		647.7	381.5
Accumulated depreciation			
Balance at beginning of year		253.4	229.9
Depreciation		98.8	41.2
Retirement and other		(17.5)	(17.7)
Balance at end of year		334.7	253.4
Net carrying amount		\$ 313.0	\$ 128.1

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 \$12.4 million as of December 31, 2023 (\$15.5 million as of December 31, 2022). The depreciation expense on leases with affiliated corporations was \$4.2 million in 2023 (\$4.3 million in 2022).

12. GOODWILL

Changes in the net carrying amount of goodwill are as follows:

	Note	2023	2022
Cost			
Balance at beginning of year		\$ 618.6	\$ 611.1
Business acquisitions	7	—	7.5
Balance at end of year		618.6	618.6
Accumulated impairment losses			
Balance at beginning and at end of year		68.5	68.5
Net carrying amount		\$ 550.1	\$ 550.1

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, consisting of future cash flows derived primarily from the most recent budget and three-year strategic plan approved by the Corporation's management and the Board of Directors. These forecasts 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, subscribers, competitive landscape, evolution of product and service offerings, wireless penetration growth, technology evolution, bargaining agreements, Canadian GDP rates and operating cost structures.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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12. GOODWILL (continued)

Recoverable amount (continued)

A perpetual growth rate is used for cash flows beyond the three-year strategic plan period. The discount rate used by the Corporation is a pre-tax rate 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. The following key assumptions were used to determine recoverable amounts in the most recent impairment tests performed:

CGU group	2023		2022	
	Pre-tax discount rate (WACC)	Perpetual growth rate	Pre-tax discount rate (WACC)	Perpetual growth rate
Telecommunications ¹	10.8 %	2.0 %	10.5 %	2.0 %

¹ The recoverable amounts were based on value in use, using the discounted cash flow method.

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

	2023	2022
Equipment installments receivable	\$ 648.0	\$ 431.3
Contract costs ¹	231.7	175.4
Contract assets ²	171.9	69.1
Other	25.0	20.1
	<u>1,076.6</u>	<u>695.9</u>
Less current portion of equipment installments receivable (included in "Accounts receivable")	(475.9)	(321.9)
Less current portion of contract costs (included in "Other current assets")	(126.8)	(75.9)
Less current portion of contract assets	(125.4)	(50.2)
	<u>\$ 348.5</u>	<u>\$ 247.9</u>

¹ Amortization amounted to \$128.9 million in 2023 (\$81.4 million in 2022 and \$73.3 million in 2021).

² Impairment loss on contract assets resulting from mobile contracts being cancelled prior to their initial term amounted to \$2.8 million in 2023 (\$9.9 million in 2022 and \$17.1 million in 2021), net of the early termination penalty charged to the customer. In current and comparative periods, there were no significant cumulative catch-up adjustments to revenue that affected the corresponding contract asset, including adjustments arising from a change in an estimate of the transaction price or a contract modification. There were also no significant changes in the time frame for a performance obligation to be satisfied.

14. ACCOUNTS PAYABLE, ACCRUED CHARGES AND PROVISIONS

	2023	2022
Trade and accruals	\$ 731.3	\$ 502.6
Salaries and employee benefits	127.8	72.1
Interest payable	52.2	42.9
Provisions and other	9.6	11.9
	<u>\$ 920.9</u>	<u>\$ 629.5</u>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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15. LONG-TERM DEBT

	Effective interest rate as of December 31, 2023	2023	2022
Bank credit facilities (i)	6.89 %	\$ 2,419.0	\$ 77.5
Senior Notes (ii)		5,226.3	5,279.1
Total long-term debt		7,645.3	5,356.6
Change in fair value related to hedged interest rate risk		(2.2)	(5.6)
Financing costs, net of amortization		(33.2)	(32.7)
		(35.4)	(38.3)
		7,609.9	5,318.3
Less current portion		(1,480.6)	—
		\$ 6,129.3	\$ 5,318.3

As of December 31, 2023, the carrying value of long-term debt denominated in U.S. dollars, excluding financing costs, was \$4,484.5 million (\$2,298.5 million as of December 31, 2022) while the net fair value of related hedging derivative instruments was in an asset position of \$106.9 million (\$196.1 million as of December 31, 2022).

- (i) The bank credit facilities provide for a \$2,000.0 million (\$1,500.0 million as of December 31, 2022) secured revolving credit facility that matures in July 2026 and a \$2,100.0 million secured term credit facility entered into in April 2023, consisting of three tranches of equal size maturing in October 2024, April 2026 and April 2027. The credit facilities bear interest at Bankers' acceptance rate, 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 are secured by a first ranking hypothec on the universality of all tangible and intangible assets, current and future, of the Corporation and most of its wholly owned subsidiaries. As of December 31, 2023, the bank credit facilities were secured by assets with a carrying value of \$10,461.6 million (\$8,729.9 million in 2022). The bank credit facilities contain covenants such as maintaining certain financial ratios, as well as limitations on the Corporation's ability to incur additional indebtedness, pay dividends, or make other distributions. As of December 31, 2023, \$361.0 million was drawn on the secured revolving credit facility (\$77.5 million as of December 31, 2022) and \$2,058.0 million was outstanding on the secured term credit facility.

In 2023, Videotron contracted new unsecured on-demand credit facilities under which letters of credit of \$290.9 million, as of December 31, 2023, were issued and submitted to ISED Canada for the investment in blocks of spectrum in the 3800 MHz band announced on November 30, 2023 (note 27).

- (ii) The Senior Notes are unsecured and contain certain restrictions on the Corporation, including limitations on its ability to incur additional indebtedness, pay dividends, or make other distributions. Some Notes are redeemable at the option of the issuer, in whole or in part, at a price based on a make-whole formula during the first three or five years of the term of the Notes and at a decreasing premium thereafter, while the remaining Notes are redeemable at a price based on a make-whole formula at any time prior to maturity. 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, 2023:

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15. LONG-TERM DEBT (continued)

Principal amount	Annual nominal interest rate	Maturity date	Interest payable every 6 months on
US \$600.0	5.375 %	June 15, 2024	June and December 15
\$400.0	5.625 %	June 15, 2025	April and October 15
\$375.0	5.750 %	January 15, 2026	March and September 15
US \$600.0	5.125 %	April 15, 2027	April and October 15
\$800.0	4.500 %	January 15, 2030	April and October 15
\$650.0 ¹	3.125 %	January 15, 2031	January and July 15
\$750.0 ²	3.625 %	June 15, 2028	June and December 15
US \$500.0 ³	3.625 %	June 15, 2029	June and December 15

¹ The Notes were issued in January 2021 for net proceeds of \$644.0 million, net of financing costs of \$6.0 million.

² The Notes were issued in June 2021 for net proceeds of \$743.2 million, net of financing costs of \$6.8 million.

³ The Notes were issued in June 2021 for net proceeds of \$599.6 million, net of financing costs of \$5.8 million.

On December 31, 2023, the Corporation was in compliance with all debt covenants.

Principal repayments of long-term debt over the coming years are as follows:

2024	\$ 1,480.6
2025	400.0
2026	1,422.0
2027	1,480.6
2028	750.0
2029 and thereafter	<u>2,112.1</u>

Changes in long-term debt are as follows:

	2023	2022
Balance at beginning of year	\$ 5,318.3	\$ 5,380.1
Net change under revolving facility, net of financing costs	285.0	(209.6)
Issuance of long-term debt, net of financing costs	2,092.5	—
Foreign currency translation	(97.3)	155.9
Amortization of financing costs	8.0	5.8
Change in fair value related to hedged interest rate risk	3.4	(13.9)
Balance at end of year	\$ 7,609.9	\$ 5,318.3

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16. LEASE LIABILITIES

Changes in lease liabilities are as follows:

	Note	2023	2022
Balance at beginning of year		\$ 158.3	\$ 153.8
Lease obligations financing right-of-use assets		56.9	45.3
Business acquisitions	7	226.2	—
Repayments		(94.8)	(42.1)
Other		(0.5)	1.3
		346.1	158.3
Less current portion		(99.3)	(37.3)
		\$ 246.8	\$ 121.0

Lease liabilities with affiliated corporations amounted to \$20.1 million as of December 31, 2023 (\$25.4 million in 2022).

Interest rates on lease liabilities ranged from 1.9% to 8.5% as of December 31, 2023 and 2022.

Repayments of lease liabilities over the coming years are as follows:

2024	\$ 99.3
2025	80.3
2026	62.3
2027	44.4
2028	27.5
2029 and thereafter	32.3

17. OTHER LIABILITIES

	Note	2023	2022
Decommissioning obligation		\$ 143.5	\$ 59.0
Defined benefit plans	26	19.0	20.6
Other		45.1	44.7
		\$ 207.6	\$ 124.3

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.

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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.

18. CAPITAL STOCK (continued)

(b) Issued and outstanding capital stock

	Common shares	
	Number	Amount
Balance as of December 31, 2021	10,718,327	\$ 295.6
Issuance of common shares	20,958	17.3
Balance as of December 31, 2022 and 2023	10,739,285	\$ 312.9

In 2022, the Corporation issued 20,958 common shares with a value of \$17.3 million as part of VMedia Inc. transfer from Quebecor Media (note 7).

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 the shares for which they exercise their options.

The following table gives details on changes to outstanding options for the years ended December 31, 2023 and 2022:

	2023		2022	
	Options	Weighted average exercise price	Options	Weighted average exercise price
Balance at beginning of year	1,048,934	\$ 29.06	543,934	\$ 30.58
Granted	1,845,000	32.71	650,000	27.85
Transferred	—	—	30,000	32.66
Exercised	(8,733)	29.42	(16,666)	26.52
Cancelled	(143,641)	30.58	(158,334)	30.27
Balance at end of year	2,741,560	\$ 31.43	1,048,934	\$ 29.06
Vested options at end of year	245,793	\$ 29.61	125,397	\$ 28.48

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As of December 31, 2023, exercise prices of all outstanding options were from \$26.52 to \$34.28 and the average years to maturity was 8.7.

19. STOCK-BASED COMPENSATION PLANS (continued)

(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, 2023	December 31, 2022
Risk-free interest rate	3.38 %	3.60 %
Distribution yield	3.81 %	3.97 %
Expected volatility	22.73 %	22.07 %
Expected remaining life	4.0 years	4.4 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, 2023, the liability for all vested options was \$0.6 million as calculated using the intrinsic value (\$0.3 million as of December 31, 2022).

(d) Consolidated stock-based compensation charge

For the year ended December 31, 2023, a \$2.9 million charge was recorded related to all stock-based compensation plans (a \$0.9 million charge in 2022 and a \$1.8 million reversal of the charge in 2021).

20. ACCUMULATED OTHER COMPREHENSIVE LOSS ATTRIBUTABLE TO SHAREHOLDER

	Cash flow hedges ¹	Defined benefit plans	Total
Balance as of December 31, 2020	\$ 20.8	\$ (126.5)	\$ (105.7)
Other comprehensive income	5.6	79.3	84.9
Balance as of December 31, 2021	26.4	(47.2)	(20.8)
Other comprehensive (loss) income	(52.7)	56.8	4.1
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	\$ (20.7)	\$ 14.3	\$ (6.4)

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 5 1/2-year period.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

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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:

2024	\$	769.9
2025 to 2028		1,404.8
2029 and thereafter		27.1

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.

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 resulting from 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. At this stage of proceedings, 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. Generally, management of the Corporation establishes 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.

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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 note to 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	1.3430	\$ 96.0	US\$ 71.5

(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	3.503 %	1-month Bankers' acceptance

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24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(a) Description of derivative financial instruments (continued)

(iii) Cross-currency swaps

Hedged item	Hedging instrument			
	Period covered	Notional amount	Annual interest rate on notional amount in CAN dollars	CAN dollar exchange rate on interest and capital payments per one U.S. dollar
Secured term credit facility	1 month period	US\$ 1,554.0	1-month Bankers' acceptance + 0.98%	1.3514
Secured revolving credit facility	1 month period	US\$ 134.0	1-month Bankers' acceptance + 1.07%	1.3435
5.375% Senior Notes due 2024	2014 to 2024	US\$ 158.6	3-months Bankers' acceptance + 2.67 %	1.1034
5.375% Senior Notes due 2024	2017 to 2024	US\$ 441.4	5.62 %	1.1039
5.125% Senior Notes due 2027	2017 to 2027	US\$ 600.0	4.82 %	1.3407
3.625% Senior Notes due 2029	2021 to 2029	US\$ 500.0	4.04 %	1.2109

Certain cross-currency swaps entered into by the Corporation include an option that allows each party to unwind the transaction on a specific date at the market value at that date.

(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.

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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, 2023 and 2022 are as follows:

Asset (liability)	2023		2022	
	Carrying value	Fair value	Carrying value	Fair value
Long-term debt¹	\$ (7,645.3)	\$ (7,368.1)	\$ (5,356.6)	\$ (4,800.7)
Derivative financial instruments²				
Foreign exchange forward contracts	(1.5)	(1.5)	3.4	3.4
Interest rate swaps	5.4	5.4	—	—
Cross-currency swaps	106.9	106.9	196.1	196.1

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

² The net fair value of derivative financial instruments designated as cash flow hedges is an asset position of \$78.0 million as of December 31, 2023 (\$165.5 million in 2022) and the net fair value of derivative financial instruments designated as fair value hedges is an asset position of \$32.8 million as of December 31, 2023 (\$34.0 million in 2022).

In 2022, 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 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, 2023, the gross carrying amount of trade receivables and contract assets, including their long-term portions, was \$1,237.9 million (\$742.3 million as of December 31, 2022).

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, 2023, 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, 2023, the provision for expected credit losses represented 4.7% of the gross amount of trade receivables and contract assets (1.6% as of December 31, 2022), while 3.5% of trade receivables were 90 days past their billing date (2.8% as of December 31, 2022).

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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, 2023 and 2022:

	Note	2023	2022
Balance at beginning of year		\$ 12.1	\$ 14.4
Changes in expected credit losses charged to income		35.6	16.3
Business acquisitions	7	36.3	—
Write-off		(25.4)	(18.6)
Balance at end of year		\$ 58.6	\$ 12.1

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 3.5 years as of December 31, 2023 (5.0 years as of December 31, 2022).

The Corporation's management believes that cash flows and available sources of financing should be sufficient to cover committed cash requirements for acquisition of property, plant and equipment and of intangible assets (including spectrum licences), working capital, interest payments, income tax payments, repayments of debt and lease liabilities, pension plan contributions, 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.

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24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk management (continued)

As of December 31, 2023, 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	\$ 913.4	\$ 913.4	\$ —	\$ —	\$ —
Amounts payable to affiliated corporations	91.0	91.0	—	—	—
Long-term debt ¹	7,645.3	1,480.6	1,822.0	2,230.6	2,112.1
Interest payments on long-term debt ²	1,171.3	308.7	517.2	237.3	108.1
Lease liabilities	346.1	99.3	142.6	71.9	32.3
Interest payments on lease liabilities	59.8	17.7	25.3	11.8	5.0
Derivative financial instruments ³	(134.6)	(87.7)	—	9.8	(56.7)
Total	\$ 10,092.3	\$ 2,823.0	\$ 2,507.1	\$ 2,561.4	\$ 2,200.8

¹ The carrying value of long-term debt excludes changes in the fair value of long-term debt related to hedged interest rate risk and 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, 2023.

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, 2023, 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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24. FINANCIAL INSTRUMENTS AND FINANCIAL RISK MANAGEMENT (continued)

(e) Market risk (continued)

Foreign currency risk (continued)

The estimated sensitivity on income and 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, 2023 is as follows:

<u>Increase (decrease)</u>	<u>Income</u>	<u>Other comprehensive income</u>
Increase of \$0.10	\$ 0.2	\$ 6.7
Decrease of \$0.10	<u>(0.2)</u>	<u>(6.7)</u>

A variance of \$0.10 in the 2023 average exchange rate of CAN dollars per one U.S. dollar would have resulted in a variance of \$5.9 million on the value of unhedged purchases of goods and services and \$5.8 million on the value of unhedged acquisitions of tangible and intangible assets in 2023.

Interest rate risk

Some of the Corporation's bank credit facilities bear interest at floating rates based on the following reference rates: (i) Bankers' acceptance rate, (ii) SOFR, (iii) Canadian prime rate, and (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, 2023, after taking into account the hedging instruments, long-term debt was comprised of 67.9% fixed-rate debt (95.1% in 2022) and 32.1% floating-rate debt (4.9% in 2022).

The estimated sensitivity on interest payments, of a 100 basis-point variance in the year-end Canadian Bankers' acceptance rate as of December 31, 2023 was \$24.0 million.

A variance of 100 basis - points in the discount rate used to calculate the fair value of financial instruments, as of December 31, 2023, would have an immaterial impact on other comprehensive income and no impact on income.

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Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

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 note to the parent corporation. The capital structure as of December 31, 2023 and 2022 is as follows:

	2023	2022
Bank indebtedness	\$ —	\$ 0.4
Long-term debt	7,609.9	5,318.3
Lease liabilities	346.1	158.3
Derivative financial instruments	(110.8)	(199.5)
Cash and cash equivalents	(8.0)	(1.8)
Promissory note to the parent corporation	(996.0)	(160.0)
Net liabilities	6,841.2	5,115.7
Equity	\$ 155.9	\$ (230.8)

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.

25. RELATED PARTY TRANSACTIONSCompensation 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:

	2023	2022	2021
Salaries and short-term benefits	\$ 2.0	\$ 2.7	\$ 3.2
Share-based compensation	1.5	0.5	(1.3)
Termination and other long-term benefits	0.1	0.6	0.9
	\$ 3.6	\$ 3.8	\$ 2.8

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

25. RELATED PARTY TRANSACTIONS (continued)Operating transactions

During the years ended December 31, 2023, 2022 and 2021, 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.

	2023	2022	2021
Ultimate parent and parent corporation			
Revenues	\$ 0.4	\$ 0.4	\$ 0.4
Purchase of goods and services	2.6	10.2	10.2
Operating expenses recovered	(1.8)	(2.0)	(2.3)
Corporations under common control			
Revenues	4.1	4.7	5.3
Purchase of goods and services	147.5	112.3	109.7
Operating expenses recovered	0.2	(0.7)	0.4
Other affiliated corporations			
Purchase of goods and services	30.5	21.9	10.6
Acquisition of property, plant and equipment and intangible assets	11.0	8.6	4.6

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 \$33.4 million in 2023 (\$27.2 million in 2022 and \$40.5 million in 2021). 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.

Accounts receivable from affiliated corporations

	2023	2022
Ultimate parent and parent corporation		
Accounts receivable	\$ 3.5	\$ 2.4
Dividends receivable	—	5.0
Interest receivable	14.5	2.6
Corporations under common control		
Accounts receivable	7.1	3.6
	\$ 25.1	\$ 13.6

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

25. RELATED PARTY TRANSACTIONS (continued)Accounts payable to affiliated corporations

	2023	2022
Ultimate parent and parent corporation		
Accounts payable	\$ 36.8	\$ 55.4
Interest payable	—	5.0
Corporations under common control		
Accounts payable	54.2	35.1
	<u>\$ 91.0</u>	<u>\$ 95.5</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

	2023	2022
Investment in an affiliated corporation ¹	\$ —	\$ 1,595.0
Subordinated loan from the parent corporation ²	—	(1,595.0)

¹ Investment in 1,595,000 preferred shares, Series C, of 9346-9963 Quebec Inc., a subsidiary of Quebecor Media Inc., carrying the right to receive an annual dividend of 9.6%, payable semi-annually.

² Subordinated loan of \$1,595.0 million from Quebecor Media Inc., bearing interest at a rate of 9.5%, payable semi-annually.

On October 1, 2021, the Corporation contracted a subordinated loan of \$1,473.0 million from Quebecor Media inc, bearing interest at a rate of 8.5%, payable semi-annually, and maturing on October 1, 2051. On the same day, the Corporation invested the total proceeds of \$1,473.0 million into 1,473,000 preferred shares, Series M, of 9346-9963 Quebec Inc. These shares carry the right to receive an annual dividend of 8.6%, payable semi-annually.

On December 10, 2021, 9346-9963 Quebec Inc. redeemed 1,473,000 preferred shares, Series M for a total cash consideration of \$1,473.0 million. On the same day, the Corporation used the total proceeds of \$1,473.0 million to repay its subordinated loans contracted from Quebecor Media Inc.

On October 17, 2022, the Corporation contracted a subordinated loan of \$2,113.0 million from Quebecor Media inc, bearing interest at a rate of 10.5%, payable semi-annually, and maturing on October 17, 2052. On the same day, the Corporation invested the total proceeds of \$2,113.0 million into 2,113,000 preferred shares, Series N, of 9346-9963 Quebec Inc. These shares carry the right to receive an annual dividend of 10.6%, payable semi-annually.

On December 7, 2022, 9346-9963 Quebec Inc. redeemed 2,113,000 preferred shares, Series N for a total cash consideration of \$2,113.0 million. On the same day, the Corporation used the total proceeds of \$2,113.0 million to repay its subordinated loan contracted from Quebecor Media Inc.

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.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

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 pension committees composed of members of the plans, members of the Corporation's management and independent members or by the Corporation, 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)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

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, 2023 and 2022:

	Pension benefits		Postretirement benefits	
	2023	2022	2023	2022
Change in benefit obligations				
Benefit obligations at the beginning of the year	\$ 454.6	\$ 659.0	\$ 17.0	\$ 38.9
Service costs	10.2	22.7	0.4	0.9
Interest costs	23.5	17.4	0.9	1.0
Plan participants' contributions	5.0	4.7	—	—
Actuarial loss (gain) arising from:				
Financial assumptions	38.4	(215.2)	1.5	(12.6)
Demographic assumptions	—	—	—	(2.4)
Participant experience	3.1	3.5	—	(6.2)
Benefits and settlements paid	(15.7)	(37.5)	(0.8)	(0.7)
Plan amendments and other	—	—	—	(1.9)
Benefit obligations at the end of the year	\$ 519.1	\$ 454.6	\$ 19.0	\$ 17.0
Change in plan assets				
Fair value of plan assets at the beginning of the year	\$ 527.6	\$ 607.7	\$ —	\$ —
Actual return on plan assets	54.1	(69.3)	—	—
Employer contributions	1.7	22.7	0.8	0.7
Plan participants' contributions	5.0	4.7	—	—
Benefits and settlements paid	(15.7)	(37.5)	(0.8)	(0.7)
Administrative fees	(0.7)	(0.7)	—	—
Fair value of plan assets at the end of the year	\$ 572.0	\$ 527.6	\$ —	\$ —

As of December 31, 2023, the weighted average duration of defined benefit obligations was 16.1 years (16.0 years in 2022). The Corporation expects future benefit payments of \$24.8 million in 2024.

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.

Plan assets are comprised of:

	2023	2022
Equity securities:		
Canadian	19.1 %	18.3 %
Foreign	26.8	26.2
Debt securities	37.0	36.4
Other	17.1	19.1
	100.0 %	100.0 %

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.

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)

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 benefits		Postretirement benefits	
	2023	2022	2023	2022
Benefit obligations	\$ (519.1)	\$ (454.6)	\$ (19.0)	\$ (17.0)
Fair value of plan assets	572.0	527.6	—	—
Plan surplus (deficit)	52.9	73.0	(19.0)	(17.0)
Asset limit and minimum funding adjustment	(52.1)	(70.7)	—	—
Net amount recognized¹	\$ 0.8	\$ 2.3	\$ (19.0)	\$ (17.0)

¹ The net liability recognized for 2023 is \$18.2 million (\$14.7 million in 2022), of which an amount of \$19.0 million (\$20.6 million in 2022) is included in “Other liabilities” and \$0.8 million (\$5.9 million in 2022) is included in “Other assets”.

Components of re-measurements are as follows:

	Pension benefits			Postretirement benefits		
	2023	2022	2021	2023	2022	2021
Actuarial (loss) gain on benefit obligations	\$ (41.5)	\$ 211.7	\$ 60.0	\$ (1.5)	\$ 21.2	\$ 5.5
Actual return on plan assets, less interest income anticipated in the interest on the net defined benefit liability calculation	27.1	(84.9)	42.4	—	—	—
Asset limit and minimum funding adjustment	22.3	(70.7)	—	—	—	—
Re-measurement gain (loss) recorded in other comprehensive income	\$ 7.9	\$ 56.1	\$ 102.4	\$ (1.5)	\$ 21.2	\$ 5.5

Components of the net benefit costs are as follows:

	Pension benefits			Postretirement benefits		
	2023	2022	2021	2023	2022	2021
Employee costs:						
Service costs	\$ 10.2	\$ 22.7	\$ 27.0	\$ 0.4	\$ 0.9	\$ 1.7
Plan amendments, administrative fees and other	0.7	0.6	0.5	—	(2.0)	(3.8)
Interest on net defined benefit liability	0.1	2.0	4.2	0.9	1.1	1.2
Net benefit costs (gain)	\$ 11.0	\$ 25.3	\$ 31.7	\$ 1.3	\$ —	\$ (0.9)

The expense related to defined contribution pension plans amounted to \$16.3 million in 2023 (\$16.3 million in 2022 and \$17.6 million in 2021).

The expected employer contributions to the Corporation’s defined benefit pension plans and postretirement benefit plans will be \$0.5 million in 2024, based on the most recent financial actuarial reports filed (contributions of \$2.5 million were paid in 2023).

VIDEOTRON LTD.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Years ended December 31, 2023, 2022 and 2021

(tabular amounts in millions of Canadian dollars, except for option data)

26. PENSION PLANS AND POSTRETIREMENT BENEFITS (continued)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, 2023, 2022 and 2021 and current periodic benefit costs are as follows:

	Pension and postretirement benefits		
	2023	2022	2021
Benefit obligations			
Rates as of year-end:			
Discount rate	4.60 %	5.10 %	3.00 %
Rate of compensation increase	3.00	3.00	3.00
Current periodic costs			
Rates as of preceding year-end:			
Discount rate	5.10 %	3.00 %	2.50 %
Rate of compensation increase	3.00	3.00	3.00

The assumed average retirement age of participants used was 62 years in 2023, 2022 and 2021.

The assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligations was 5.90% at the end of 2023. These costs, as per the estimate, are expected to decrease gradually over the next 15 years to 4.20% and to remain at that level thereafter.

Sensitivity analysis

An increase of 10 basis points in the discount rate would have decreased the pension benefit obligation by \$7.6 million and the postretirement benefit obligation by \$0.3 million as of December 31, 2023. 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. SUBSEQUENT EVENT

Videotron announced a \$298.9 million investment to acquire 305 blocks of spectrum in the 3800 MHz band across the country following the conclusion of the latest spectrum auction that ended on November 30, 2023. Approximately 61% of the 305 blocks of wireless spectrum are located outside Québec, mainly in southern Ontario, Alberta and British Columbia. Videotron made an initial deposit of \$59.8 million on January 17, 2024 and the balance of \$239.1 million will be paid in May 2024.

CORPORATE ACCESS NUMBER: 2019614904

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**FREEDOM MOBILE INC.
AMENDED ITS ARTICLES ON 2023/03/31.**



THE INFORMATION IN THIS DOCUMENT IS AN APPROPRIATE REPRESENTATION OF DATA OBTAINED WITHIN THE OFFICIAL RECORDS OF ALBERTA GOVERNMENT

Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2023/03/31

Service Request Number: 39466183
Corporate Access Number: 2019614904
Business Number: 822527412
Legal Entity Name: FREEDOM MOBILE INC.
French Equivalent Name:
Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
New Legal Entity Name: FREEDOM MOBILE INC.
New French Equivalent Name:
Nuans Number: 120102516
Nuans Date: 2016/11/21
French Nuans Number:
French Nuans Date:
Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE B
Number of Directors:
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE B
BCA Section/Subsection: 173(1)(H)
Professional Endorsement Provided:
Future Dating Required:
Amendment Date: 2023/03/31

Annual Return

File Year	Date Filed
2023	2023/02/16
2022	2022/02/14
2021	2021/02/26

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Restrictions on Share Transfers	ELECTRONIC	2016/04/05

Other Rules or Provisions	ELECTRONIC	2016/04/05
Letter of Approval	10000107103336075	2016/04/05
Share Structure	ELECTRONIC	2016/04/05
Share Structure	ELECTRONIC	2016/08/30
Share Structure	ELECTRONIC	2022/01/28
Share Structure	ELECTRONIC	2023/03/31

Registration Authorized By: JESSICA MYERS
SOLICITOR

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

SCHEDULE "A"

TO THE ARTICLES OF
FREEDOM MOBILE INC.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common shares and an unlimited number of Class B Common shares, each subject to the rights, privileges, restrictions and conditions as set forth below:

The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:

(a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;

(b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

(c) Subject to the provisions hereof, the holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;

(d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and

(e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

SCHEDULE "A"
TO THE ARTICLES OF
FREEDOM MOBILE INC.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common shares and an unlimited number of Class B Common shares, each subject to the rights, privileges, restrictions and conditions as set forth below:

The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:

- (a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;
- (b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
- (c) Subject to the provisions hereof, the holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;
- (d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
- (e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

CORPORATE ACCESS NUMBER: 2019614904

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

FREEDOM MOBILE INC.
AMENDED ITS ARTICLES ON 2022/01/28.



ALBERTA

Articles Of Amendment

Business Corporations Act
Section 29 or 177

1. Name of Corporation	2. Corporate Access Number
Freedom Mobile Inc.	2019614904

3 The Articles of the above named corporation are amended as follows:

1. Pursuant to the provisions of subsection 173(1)(e) of the *Business Corporations Act*, Alberta, the Articles of the Corporation are amended to replace the rights, privileges, restrictions and conditions attached to the Class A Common shares, Class B Common shares and Preferred shares with those set forth in the amended Schedule "A" annexed hereto; and
2. the schedule of share provisions currently attached to the Articles of the Corporation is hereby deleted in its entirety and replaced with the attached Schedule "A".

Trevor English

Name of Person Authorizing (*please print*)

CFO

Title (*please print*)

DocuSigned by:


89C14E730460497
Signature

January 27, 2022

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4 (780) 422-7330.

SCHEDULE "A"
TO THE ARTICLES OF
FREEDOM MOBILE INC.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;
 - (b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
 - (c) Subject to the provisions hereof, the holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;
 - (d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
 - (e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

 2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:
 - (i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance, the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and
 - (ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received,is divided by the number of Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;
-

(b) Subject always to the provisions of the Business Corporations Act and the provisions hereof, the holders of the Preferred shares shall be entitled to receive dividends as and when declared by the board of directors of the Corporation; provided that the board of directors of the Corporation shall be entitled to declare dividends on any class of shares to the exclusion of any other class;

(c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;

(d) Subject to the provisions of the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to its total holding of such shares;

(e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption, or such lesser period of time as may be unanimously agreed upon by the all of the holders of such Preferred shares then being redeemed, deliver to each person who at the date of delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada or by electronic or wire transfer of immediately available funds to an account designated by the holder of the Preferred Share to be redeemed or by the issuance to such holder of a promissory note. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the

Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the delivery of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

(f) Subject to the provisions of the Business Corporations Act, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;

(g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Alberta, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its head office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "Redemption Date") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be

made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada or by electronic or wire transfer of immediately available funds to an account designated by the holder of the Preferred Share to be redeemed or by the issuance to such holder of a promissory note. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption

Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

(h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the Business Corporations Act or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Business Corporations Act or some other applicable legislation;

(i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the Redemption Price shall be reduced nunc pro tunc by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Redemption Price shall be increased nunc pro tunc by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

(j) Subject to the provisions of the Business Corporations Act, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at

any meetings of shareholders;

3. Notwithstanding anything herein expressed or implied to the contrary, in no event shall either: (i) any dividend be declared or paid on the common shares or any other shares of the Corporation ranking junior to the Preferred shares; or (ii) the Corporation otherwise make a distribution on the common shares or any other shares of the Corporation ranking junior to the Preferred shares; or (iii) the Corporation redeem or purchase for cancellation or otherwise any of the common shares or any other shares of the Corporation ranking junior to the Preferred shares, if the payment of such dividend, the making of such distribution or the making of such redemption or purchase, as the case may be, would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

(a) its liabilities; and

(b) the amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation at their Redemption Price (including all declared but unpaid dividends thereon).

CORPORATE ACCESS NUMBER: 2019614904

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

WIND MOBILE CORP.
CHANGED ITS NAME TO **FREEDOM MOBILE INC.** ON 2016/11/21.



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2016/11/21

Service Request Number: 26093572
Corporate Access Number: 2019614904

Legal Entity Name: WIND MOBILE CORP.
French Equivalent Name:
Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation
New Legal Entity Name: FREEDOM MOBILE INC.
New French Equivalent Name:
Nuans Number: 120102516
Nuans Date: 2016/11/21
French Nuans Number:
French Nuans Date:

Professional Endorsement Provided:
Future Dating Required:

Annual Return

No Records returned

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Letter of Approval	10000107103336075	2016/04/05
Share Structure	ELECTRONIC	2016/04/05
Other Rules or Provisions	ELECTRONIC	2016/04/05
Restrictions on Share Transfers	ELECTRONIC	2016/04/05
Share Structure	ELECTRONIC	2016/08/30

Registration Authorized By: DARLENE CORDICK
AGENT OF CORPORATION

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation	2. Corporate Access Number
WIND MOBILE CORP.	2019614904

3. Item _____ of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows:

Pursuant to section 173(1)(a) of the Business Corporations Act (Alberta) the Articles of the Corporation be amended by changing the name of the Corporation to FREEDOM MOBILE INC.

4. Authorized Representative/Authorized Signing Authority for the Corporation

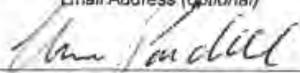
PARDELL, CHRISTOPHER C.
Last Name, First Name, Middle Name (optional)

403-750-4540
Telephone Number (optional)

2016-11-21
Date of submission (yyyy-mm-dd)

Solicitor
Relationship to Corporation

christopher.pardell@sjrb.ca
Email Address (optional)


Signature

Articles of Amendment

BUSINESS CORPORATIONS ACT

INSTRUCTIONS

Use this form to collect information to submit to an authorized Corporate Registry service provider. The information will be filed with the Registrar of Corporations in accordance with the *Business Corporations Act*.

- Item 1. Enter the full legal name of the corporation.
- Item 2. The corporate access number **must** be entered. It is printed at the top of the:
- Certificate of Incorporation.
 - Certificate of Continuance.
 - Certificate of Amalgamation.
- Item 3. Amendments must be made in accordance with Sections 29 and 177 of the *Business Corporations Act*.
- Enter the Item number of the articles you are amending in Item 3.
 - Enter the section and subsection of the *Business Corporations Act* under which the amendment is being made.
 - If the amendment will change the name of the corporation;
 - Name of limited corporations must comply with Sections 12 and 15.4 of the Act.
 - When the new name is not a number name assigned by the Registrar of Corporations, you must also include an Alberta Corporate Name Report (from the NUANS database) dated not more than 90 days from the date you submit these articles to an authorized Corporate Registry service provider.
 - If the amendment is to convert a limited liability corporation to an unlimited liability corporation, ensure the corporation's name is changed to comply with Section 12 and 15.4 of the Act and that the corporation's Other Rules and Provisions are amended to specifically include the provisions of Section 15.3 of the Act.
 - If the amendment is to convert an unlimited liability corporation to a limited liability corporation, ensure the corporation's name is changed to comply with Section 10 and 12 of the Act and that the corporation's Other Rules and Provisions are amended to remove unlimited liability provisions.
- Item 4.
- Enter the first and last name of the authorized individual. The middle name is optional.
 - Select the appropriate relationship to the corporation.
 - Enter the telephone number of the signing authority.
 - Enter the email address of the signing authority.
 - Enter the date of submission.
 - Ensure the form is signed.

Note: The authorized representative of the corporation must present their identification to the Corporate Registry service provider in order to register this information.

CONSENT/CONSENTEMENT

The undersigned hereby consents to the use of the name and the federal proposed name will not be proceeded with federally:

FREEDOM MOBILE INC.

Dated this 21st day of November, 2016.

FREEDOM MOBILE INC., Canadian name
reservation# 120003727, 120003724 and
120089143, authorized by 2542211
ONTARIO INC.

(Business Name/ Corporation)
(nom commercial de l'entreprise ou de la corporation)

Per: 

(Signature of officer/director/proprietor)
(signature du dirigeant, de l'administrateur ou de propriétaire)

CONSENT / CONSENTEMENT

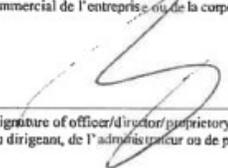
The undersigned hereby consents to the use of the name:

FREEDOM MOBILE INC.

Dated this 21st day of November, 2016.

FREEDOM MOBILE, Canadian Trade-Mark
under application no. 1805902, owned by
2542211 ONTARIO INC.

(Business Name / Corporation) /
(nom commercial de l'entreprise ou de la corporation)

Per: 

(Signature of officer/director/proprietory)
(signature du dirigeant, de l'administrateur ou de propriétaire)



Alberta Reservation Report

Rapport pour réservation en Alberta

Freedom Mobile Inc.
 120102516 Distinctive/Distinctif:
 NAICS codes/ codes SCIAN:

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2016-11-21

Alternate spelling/Variante orthographique:

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT
BUS./ACT.							
Freedom Mobile Inc.	AB	120102516	2016-11-21			Prop.SHAW	
FREEDOM MOBILE INC.	CD	120003727	2016-06-09			Prop.CYBER	
			SAME CLIENT				
FREEDOM MOBILE INC.	CD	120003728	2016-06-09			Prop.CYBER	
			SAME CLIENT				
FREEDOM MOBILE INC.	CD	120069143	2016-10-31			Prop.CYBER	
			SAME CLIENT				
FREEDOMONE MOBILE INC.	CD	7931298	2011-07-29	Montréal		Dissolved	2014-08-20
KINO MOBILITY FREEDOM INC.	CD	2669382	1990-12-10	DOWNSVIEW		Dissolved	1999-01-28
ULTRAMATIC MOBILITY FREEDOM II INC.	CD	2064464	1986-08-01	BURLINGTON		Dissolved	2005-06-14
FREEDOM CORP.	AB	2014033274	2008-05-23	RED DEER		Bus_Corp	Active
FREEDOM	AB	TN10110328	2002-10-04			TradeName	Active
FREEDOMONE MOBILE CANADA INC.	CD	7931328	2011-07-29	Montréal		Dissolved	2014-08-20
FREEDOM 45 LTD.	AB	2014463752	2009-01-09	RED DEER		Bus_Corp	Active
FREEDOM 85 INC.	AB	2014092361	2008-06-19	RED DEER COUNTY		Bus_Corp	Active
FREEDOM/FIVE 10 INC.	AB	2016552388	2012-01-27	GRANDE PRAIRIE		Bus_Corp	Active
FREEDOM 25	AB	PT9779737	2002-03-07			Ptnrshp	Active
FREEDOMCLUB.CA	AB	TN16485858	2011-12-23			TradeName	Active
FREEDOMSPHERE	AB	TN10503720	2003-06-03			TradeName	Active
FreedomNet Inc.	CD	9720146	2016-04-21	Calgary		CBCA	Active

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Freedom Mobile Inc.
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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS./ACT							
FREEBE MOBILE APPLICATION INC							
AB	118592389	2016-05-03				Prop. SEQUIT	
FREE SPIRIT MOBILE MASSAGE							
AB	TN12079463	2005-12-01			TradeName	Active	
FREEDOM 47 LTD.							
AB	2018671210	2014-12-17	MEDICINE HAT		Bus_Corp	Active	
FREEDOM TO BE							
AB	CRY032756	1979-08-02			TradeName	Active	
FREEDOM 95							
AB	TN6475701	1995-03-23			TradeName	Active	
FREEDOMNET INC.							
AB	2119652184	2016-04-21	CALGARY	CD	EP_Corp	Active	
FREEDOM 40							
AB	TN8637936	2000-01-27			TradeName	Active	
FREEDOMLIFESTYLEBIZ							
AB	TN13723556	2008-01-03			TradeName	Active	
FREEDOM 2 BE...							
AB	PT14382055	2008-11-18			Ptnrshp	Active	
5K FREEDOM							
AB	PT13968672	2008-04-24			Ptnrshp	Active	
FREEDOMTRAXX25							
AB	TN19892702	2016-08-24			TradeName	Active	
FREEDOM 5 INC.							
AB	207957846	1998-08-11	WETASKIWIN		Bus_Corp	Start	2016-10-02
J D FREEDOM INC.							
CD	0287954	1978-03-20	WINDSOR, ON		CBCA	Active	2000-07-21
FREEBE MOBILE APPLICATION INC.							
AB	2019674080	2016-05-03	CALGARY		Bus_Corp	Active	
FRED'S MOBILE REPAIR							
AB	CRY033088	1979-08-14			TradeName	Active	
FORT MCMURRAY MOBILE TIRE							
AB	TN18389437	2014-08-01			TradeName	Active	
FORT MOBILE FITNESS							
AB	TN19077262	2015-07-07			TradeName	Active	

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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR. NO	DATE	CITY/VILLE	EP	TYPE	STATUS/STATU	STAT. DATE/DATE STAT.	
BUS./ACT.							
FREDA'S MOBILE PARK							
AB	PT17375619	2013-03-21		Ptnrshp	Active		
Deep Fried Mobile Inc.							
CD	7627483	2010-08-18	Burnaby		CBCA	Active	2011-06-15
FORT MCMURRAY MOBILE TIRE LTD.							
AB	2018991014	2015-05-26	FORT MCMURRAY		Bus_Corp	Active	
FORT MCMURRAY MOBILE MASSAGE							
AB	TN18855264	2012-06-20			TradeName	Active	
FRENCHIE'S MOBILE STEAM CLEANING							
AB	CRY010555	1975-05-08			TradeName	Active	
FRESH LOOK MOBILE DETAILING							
AB	PT20029922	2016-11-03			Ptnrshp	Active	
FRESH MOBILE BISTRO							
AB	TN17577487	2013-06-28			TradeName	Active	
MOBILE FREIGHT SYSTEMS INC.							
CD	9358820	2015-07-06	WINDSOR		CBCA	Active	2015-07-06
FREEDOM INC.							
AB	209378827	2001-06-06	EDMONTON		Bus_Corp	Struck	2003-12-02
FREEMANTLE HOLDINGS, OPERATING AS MOBILE LUBE							
AB	TN5671482	1993-05-10			TradeName	Active	
FORT MCMURRAY MOBILE FURNITURE REPAIR							
AB	TN14858377	2009-08-27			TradeName	Active	
FREEDOM FLOORING INC							
AB	118228935	2016-03-22				Prop SENTREG	
FREEDOM FABRICATION LTD							
AB	117816157	2016-02-04				Prop ONESTOP	
FREEDOM EQUITIES INC.							
AB	2010857627	2004-01-14	CALGARY		Bus_Corp	Active	
FREEDOM CONSULTING LTD.							
AB	208294522	1994-10-24	AIRDRIE		Bus_Corp	Active	1994-12-12
FREEDOM CONTRACTING INC.							
AB	209218108	2001-02-27	HIGH RIVER		Bus_Corp	Active	2011-10-11
FREEDOM MACHINE CORP.							
AB	2017295201	2013-02-12	GRANDE PRAIRIE		Bus_Corp	Active	

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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS./ACT.							
FREEDOM RENTALS LTD.							
AB	2018616231	2014-11-19	FORT MCKAY		Bus_Corp	Active	
FREEDOM POWERSPORTS LTD.							
AB	2017357803	2013-03-13	EDSON		Bus_Corp	Active	
FREEDOM HOLDINGS LTD.							
AB	2018187738	2014-04-29	EDMONTON		Bus_Corp	Active	
INSPIRING FREEDOM CORP.							
AB	2011915002	2005-09-13	CALGARY		Bus_Corp	Active	2007-11-02
FREEDOM FLOORING INC.							
AB	2019587159	2016-03-22	EDMONTON		Bus_Corp	Active	
PROFESSIONAL FREEDOM LTD.							
AB	203406111	1985-12-30	WETASKIWIN		Bus_Corp	Active	
FREEDOM MANUFACTURING LIMITED							
AB	207313990	1997-03-12	EDMONTON		Bus_Corp	Active	
FREEDOM ELECTRIC							
AB	CRY060354	1982-02-08			TradeName	Active	
FREEDOM INTERNATIONAL							
AB	CRY048510	1981-02-03			Ptnrshp	Active	
FREEDOM INDUSTRIES							
AB	CRY036412	1980-01-11			TradeName	Active	
FREEDOM FREELANCERS							
AB	PT11794005	2005-06-29			Ptnrshp	Active	
FREEDOM FOREVER							
AB	TN11827219	2005-07-20			TradeName	Active	
BEYOND FREEDOM							
AB	PT11566221	2005-03-04			Ptnrshp	Active	
LIFE FREEDOM							
AB	TN12286787	2006-03-14			TradeName	Active	
FREEDOM LINES							
AB	PT11572872	2005-03-09			Ptnrshp	Active	
MORTGAGE FREEDOM							
AB	TN12245601	2006-02-22			TradeName	Active	
FREEDOM PRODUCTIONS							
AB	CRY095539	1984-10-05			TradeName	Active	

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Federal Reservation Report

Rapport fédéral pour réservation

FREEDOM MOBILE INC.
120089143 Distinctive/Distinctif:
NAICS codes/ codes SCIAN:

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2016-10-31

Alternate spelling/Variante orthographique:

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS./ACT							
FREEDOM MOBILE INC.							
CD	120089143	2016-10-31				Prop.CYBER	
FREEDOM MOBILE INC.							
CD	120003727	2016-06-09				Prop.CYBER	
FREEDOM MOBILE INC.							
CD	120003724	2016-06-09				Prop.CYBER	
FREEDOM MOBILITY							
BC	930140790	1993-03-09			Pt_Prpshp	Active	
FREEDOM IS MOBILITY							
ON	220464093	2012-04-27	TORONTO		Sl_Prpshp	Active	2012-04-27
AFFORDABLE MOBILITY FREEDOM							
ON	251202412	2015-12-16	WATERLOO		Sl_Prpshp	Active	2015-12-16
FREEDOMONE MOBILE INC.							
CD	7931296	2011-07-29	Montréal		CBCA	Dissolved	2014-08-20
MOBILE MARKETING FREEDOM							
ON	210779120	2011-07-20	GUELPH		AsmdBusNm	Pnd_Exp	2016-07-20
MOBILE MARKETING FREEDOM							
ON	210779120	2011-07-20	GUELPH		AsmdBusNm	Exp_Rgstr	2016-09-18
FREEDOM MOBILITY MEDICAL CORPORATION							
BC	0892963	2010-10-15	Port Coquitlam		Corp	Dslvd_FTF	2016-08-09
FREE & MOBILE INC.							
ON	1043234	1993-09-02	TORONTO		Bus_Corp	Active	1993-09-02
FREEDOM CORP.							
AB	2014033274	2008-05-23	RED DEER		Bus_Corp	Active	
FREEDOM							
AB	TN10110328	2002-10-04			TradeName	Active	
FREEDOM CORP.							
AB	2014033274	2008-05-23	RED DEER		Bus_Corp	Active	
FREEDOMONE MOBILE CANADA INC.							
CD	7931328	2011-07-29	Montréal		CBCA	Dissolved	2014-08-20
FREEDOM-TODAY							
ON	220512495	2012-05-09	ATWOOD		Sl_Prpshp	Active	2012-05-09
FREEDOMYOU							
ON	220522221	2012-05-11	LINDSAY		Sl_Prpshp	Active	2012-05-11

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FREEDOM MOBILE INC
120089143 Distinctive/Distinctif:
NAICS codes/ codes SCIAN:

Alternate spelling/Variante orthographique:

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2018-10-31

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS./ACT							
FREEDOM TV							
ON	260497151	2016-05-11	HAMILTON		Sl_Prpsbp	Active	2016-05-11
FREEDOM E							
ON	260347166	2016-04-04	SOUTHAMPTON		Sl_Prpsbp	Active	2016-04-04
FREEDOMCOCOBELLA							
ON	230985285	2013-10-07	ORLEANS		GnrlPrtnr	Active	2013-10-07
FREEDOM9TO5							
ON	240832386	2014-08-26	VAUGHAN		Sl_Prpsbp	Active	2014-08-26
J D FREEDOM INC.							
ON	393685	1978-03-20	WINDSOR	CA	FD_Share	Active	2005-01-31
FREEDOM 91 LIMITED							
ON	1937666	2015-06-10	TORONTO		Bus_Corp	Active	2015-06-10
FREEDOM 45 INC.							
ON	2492434	2015-11-20	RICHMOND HILL		Bus_Corp	Active	2015-11-20
FREEDOM 40							
AB	TN8637936	2000-01-27			TradeName	Active	
FREEDOM 95							
AB	TN6475701	1995-03-23			TradeName	Active	
FREEDOM 5 INC.							
AB	207957846	1998-08-11	WETASKIWIN		Bus_Corp	Start	2016-10-02
FREEDOM 85 INC.							
AB	2014092361	2008-06-19	AIRDRIE		Bus_Corp	Active	
FREEDOM 47 LTD.							
AB	2018671210	2014-12-17	MEDICINE HAT		Bus_Corp	Active	
FREEDOM 2 BE...							
AB	PT14382055	2008-11-18			Ptnrshp	Active	
FREEDOMWITHWHEELS.COM							
BC	120576595	2012-02-15			Pt_Prpsbp	Active	
FREEDOMSHAPER							
BC	140638018	2014-07-04			Pt_Prpsbp	Active	
FREEDOM R.V.							
BC	910116275	1991-03-01			Pt_Prpsbp	Active	
FREEBE MOBILE APPLICATION INC							
AB	118592389	2016-05-03				Prop.SEQUIT	

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2016-10-31

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO	DATE	CITY/WILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS/ACT							
MOBILE BLAST FREEZING & STORAGE LIMITED							
NL	22817	1988-05-05	Gander		Share	DslvdVtry	2005-10-04
FREE SPIRIT MOBILE MASSAGE							
AB	TN12079463	2005-12-01			TradeName	Active	
FREEBE MOBILE APPLICATION INC.							
AB	2019674080	2016-05-03	CALGARY		Bus_Corp	Active	
FREEPORTR MOBILE HOME PARK							
BC	940154458	1994-01-10			Pt_Prpsph	Active	
FREELANCE MOBILE RV REPAIRS							
BC	100531390	2010-06-10			Pt_Prpsph	Active	
FREEDOM.ORG							
ON	220549463	2012-05-17	MISSISSAUGA		SI_Prpsph	Active	2012-05-17
FREEDOMIND							
ON	220409114	2012-04-16	TORONTO		SI_Prpsph	Active	2012-04-16
FREEDOM '83							
ON	210823787	2011-08-02	SCARBOROUGH		SI_Prpsph	Active	2011-08-02
FREEDOM TO							
ON	250668720	2015-07-03	TORONTO		AsmdBusNm	Active	2015-07-03
F.A.T. FREEDOM							
ON	240381012	2014-04-16	KITCHENER		SI_Prpsph	Active	2014-04-16
FREEDOM X							
ON	240722926	2014-07-23	SCARBOROUGH		SI_Prpsph	Active	2014-07-23
FREEDOMTRAVELL							
ON	141112797	2004-09-30	ORANGEVILLE		SI_Prpsph	Active	2014-10-01
FREEDOM 9 TO 5							
ON	200152023	2010-02-09	YORK		SI_Prpsph	Active	2010-02-09
FREEDOM TV INC.							
ON	1628484	2004-08-12	BURLINGTON		Bus_Corp	Active	2004-08-12
FREEDOM9 INC.							
ON	2023698	2003-03-07	MISSISSAUGA		Bus_Corp	Active	2003-03-07
FREEDOM46 CORP.							
ON	2018538	2002-11-15	KITCHENER		Bus_Corp	Active	2002-11-15
FREEDOM 50 INC.							
ON	2332930	2012-06-22	BURLINGTON		Bus_Corp	Active	2012-06-22

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2016-10-31

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR. NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT. DATE/DATE STAT.	
BUS. ACT							
FREEDOM A. & N. CORP.							
ON	1432272	2000-12-29	SARNIA		Bus_Corp	Active	2007-08-30
FREEDOM/FIVE 10 INC.							
AB	2016552388	2012-01-27	GRANDE PRAIRIE		Bus_Corp	Active	2015-03-12
FREEDOM 45 LTD.							
AB	2014463752	2009-01-09	RED DEER		Bus_Corp	Active	
FREEDOM 25							
AB	PT9779737	2002-03-07			Ptnrshp	Active	
FREEDOMSPHERE							
AB	TN10503720	2003-06-03			TradeName	Active	
5K FREEDOM							
AB	PT13968872	2008-04-24			Ptnrshp	Active	
FREEDOMCLUB.CA							
AB	TN1645856	2011-12-23			TradeName	Active	
FREEDOMTRAXX25							
AB	TN19892702	2016-08-24			TradeName	Active	
FREEDOM TO BE							
AB	CRY032756	1979-08-02			TradeName	Active	
Freedom R & D Ltd.							
NB	685619	2015-10-28	Fredericton		CrpBusAct	Current	2015-10-28
FREEDOMNET INC.							
AB	2119652184	2016-04-21	CALGARY	CD	EP_Corp	Active	
FREEDOMLIFESTYLEBIZ							
AB	TN13723556	2008-01-03			TradeName	Active	
FREEDOM 85 INC.							
AB	2014092361	2008-06-19	RED DEER COUNTY		Bus_Corp	Active	
FreedomNet Inc.							
CD	9720146	2016-04-21	Calgary		CBCA	Active	2016-04-21
J D FREEDOM INC.							
CD	0287954	1978-03-20	WINDSOR, ON		CBCA	Active	2000-07-21
FREEDOM 47 LTD.							
SK	0101293152	2015-11-26	MEDICINE HAT	AB	Bus_Corp	Active	2015-11-26
FREEDOM TV INC.							
MB	6872094	2014-03-03	STEINBACH		Shr_ND	Revived	2016-09-01
Motion Picture and Video Industries							

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FREEDOM MOBILE INC.

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TRADEMARK / MARQUE DE COMMERCE		REG. NO. / NO. ENR.		REG. DATE / DATE ENR.		STATUS / STATUT		OWNER / PROPRIÉTAIRE	
GOODS/PRODUITS								CLASSES	
WHIM FREEDOM OF MOBILITY								MaaS Global Oy	
1800630	TMA					Formalizd		09,38,39,42	
Software; Software and applications for mobile.....									
VISUAL FREEDOM IN THE MOBILE WORLD								Bitflash Inc.	
1099829	TMA					Aband-36		09,35,42	
Graphics software for the world wide web... Development...									
AGT MOBILITY FREEDOM								TELUS Corporation	
0783099	TMA471055	1997-02-13				Expunged		09,38	
Cellular telephones. Rate plan for...									
AGT MOBILITY FREEDOM & DESIGN								TELUS Corporation	
0783701	TMA469525	1997-01-23				Expunged		09,38	
Cellular telephones. Rate plan for...									
AGT MOBILITY FREEDOM & DESIGN								TELUS Corporation	
0783702	TMA462424	1996-08-30				Expunged		09,38	
Cellular telephones. Rate plan for...									
FREEDOM MOBILITY & Design								FREEDOM MOBILITY MEDICA	
1448918	TMA					Aband40-3		06,07,10,11...	
Homecare products namely beds, manually-operated... Wholesale sales...									
TRICANMOBILE 'GATEWAY TO FREEDOM'								SYNDERESIS LTD.	
1794251	TMA					Formalizd		12,35	
Electric scooters Wholesale and...									
FREEDOM MOBILITY								FREEDOM MOBILITY MEDICA	
1457593	TMA785932	2010-12-23				Registered		06,07,08,10...	
Canes, crutches, lift chairs, manually-operated bath lifts, raised...									
TRUE MOBILE FREEDOM								WIND MOBILE CORP.	
1635332	TMA949438	2016-09-15				Registered		09,16,28,35...	
Telecommunications, multimedia and interactive.....									
FREEWIRE ENTERPRISE MOBILITY								Freewire Corporation	
1224292	TMA849882	2005-10-06				Registered		37,42	
Development and hosting of wireless technologies and the selling and...									
FREEDOM								UNVERFERTH MANUFACTURIN	
1134929	TMA596307	2003-12-03				Registered		07	
Agricultural implements, namely, tillage equipment for attachment to a...									
FREEDOM								BSH Home Appliances Cor	
1241708	TMA686910	2007-05-04				Registered		11	
Cooling machines, namely, refrigerators, freezers, ice making...									
FREEDOM								HUMANSCALE CORPORATION	
1023634	TMA567626	2002-09-18				Registered		20	
Office chairs.									
FREEDOM								Dr. Wilbert Ronald	
1327072	TMA708969	2008-03-06				Registered		31	
Horticultural shade tree, namely Elm.									
FREEDOM								E. I. DuPont de Nemours	
0848028	TMA516409	1999-09-16				Registered		05,09,31	
Agricultural herbicides, agricultural seeds, namely canola, flax,...									
FREEDOM								UTILITY MARKETING CONCE	
0788267	TMA467092	1996-12-04				Registered		11	
Hot water heaters.									
FREEDOM								Coloplast A/S	
1374930	TMA732080	2009-01-09				Registered		05,10	
Medical products for use in urinary drainage namely male external...									

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FREEDOM MOBILE INC.

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2016-10-31

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TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
FREEDOM 0798882 Watches.	TMA474741	1997-04-14	Registered	Movado LLC a Delaware I 14
FREEDOM 1880894 Artists paints, namely acrylic paints, oil paints and watercolor...	TMA		Allowed	DA VINCI PAINT CO., INC 02,16
FREEDOM 1001702 Computer software used to integrate property casualty insurance...	TMA568848	2002-10-16	Registered	London Life Insurance C 09
FREEDOM 1579849 supervisory control and data acquisition industrial control system...	TMA		PrpOpposn	Flanders Electric Motor 09
FREEDOM 1795886 Industrial personal computers, digital... Consulting...	TMA		Formalized	SME, LLC 09,35,42
FREEDOM DESIGN 1795887 Industrial personal computers, digital... Consulting...	TMA		Formalized	SME, LLC 09,35,42
FREEDOM 0854782 Fragrances, namely perfume, cologne, eau de toilette, after shave...	TMA546024	2001-06-01	Registered	Tommy Hilfiger Licensin 03
FREEDOM 1033986 Operation of retail stores selling clothing and accessories for men...	TMA546800	2001-06-19	Registered	RHINO FREEDOM ULC 35
FREEDOM 0480451 Batteries.	TMA271609	1982-08-06	Registered	Delphi Technologies, In 09
FREEDOM 0233901 Fresh citrus fruits.	TMA104438	1956-09-21	Registered	WONDERFUL CITRUS LLC 31
FREEDOM 1647493 Trailers for motorized three-wheeled vehicles namely, motorcycles.	TMA949127	2016-09-13	Registered	Bombardier Recreational 12
FREEDOM TERM 0000040 Insurance services.	TMA471705	1997-02-26	Registered	LONDON LIFE INSURANCE C 36
FREEDOM INTELLIGENCE 1012900 Software for use in indexing and searching large or multiple...	TMA576642	2003-02-27	Registered	Joint Technology Corpor 09
FREEDOM 55 FINANCIAL & Design 1085523 Provision of a broad range of financial services, namely insurance...	TMA848673	2013-04-16	Registered	London Life Insurance C 35,36,37,38...
FREEDOM: FIRST RESISTANCE 1058286 Computer game software, namely interactive games, interactive...	TMA582191	2003-05-22	Registered	RED STORM ENTERTAINMENT 09
Freedom Watch DESIGN 1070418 Newsletters in print and electronic form, containing political and...	TMA563451	2002-06-14	Registered	National Citizens' Coal 16
BUSINESS FREEDOM SOLUTIONS 1098975 Ensemble de solutions de financement sur carte de crédit pour les PME.	TMA605649	2004-03-18	Registered	FÉDÉRATION DES CAISSES 35

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Freedom Mobile Inc.

120102516 Distinctive/Distinctif:

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2016-11-21

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TRADEMARK / MARQUE DE COMMERCE		OWNER / PROPRIÉTAIRE	
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE ENR.	STATUS / STATUT
GOODS/PRODUITS		CLASSES	
FREEDOM MOBILITY		FREEDOM MOBILITY MEDICA	
1457593	TMA785932	2010-12-23	Registered
Canes, crutches, lift chairs, manually-operated bath lifts, raised...		06,07,08,10...	
FREEDOM MOBILE		2542211 Ontario Inc.	
1805902	TMA		Formalized
Software applications for portable media players... Computer...		09,35,36,38...	
TRUE MOBILE FREEDOM		WIND MOBILE CORP.	
1655332	TMA949438	2016-09-15	Registered
Telecommunications, multimedia and interactive.....		09,16,28,35...	
WHIM FREEDOM OF MOBILITY		MaaS Global Oy	
1800030	TMA		Formalized
Software; Software and applications for mobile		09,38,39,42	
FREEDOM MOBILITY & Design		FREEDOM MOBILITY MEDICA	
1448918	TMA		Abandoned-3
Homecare products namely beds, manually-operated... Wholesale sales...		06,07,10,11...	
AGT MOBILITY FREEDOM & DESIGN		TELUS Corporation	
0763702	TMA462424	1996-08-30	Expunged
Cellular telephones. Rate plan for...		09,38	
AGT MOBILITY FREEDOM		TELUS Corporation	
0763699	TMA471055	1997-02-13	Expunged
Cellular telephones. Rate plan for...		09,38	
AGT MOBILITY FREEDOM & DESIGN		TELUS Corporation	
0763701	TMA469525	1997-01-23	Expunged
Cellular telephones. Rate plan for...		09,38	
TRICANMOBILE 'GATEWAY TO FREEDOM'		SYNDERESIS LTD.	
1794251	TMA		Formalized
Electric scooters Wholesale and...		12,35	
VISUAL FREEDOM IN THE MOBILE WORLD		Bitflash Inc.	
1099929	TMA		Abandoned-36
Graphics software for the world wide web.... Development...		09,35,42	
FREEWIRE ENTERPRISE MOBILITY		EVAN KIOUSIS	
1224292	TMA649882	2005-10-06	Registered
Development and hosting of wireless technologies and the selling and...		37,42	
FREEDOM		Tommy Hilfiger Licensin	
0664762	TMA546024	2001-06-01	Registered
Fragrances, namely perfume, cologne, eau de toilette, after shave...		03	
FREEDOM		UTILITY MARKETING CONCE	
0788267	TMA467092	1996-12-04	Registered
Hot water heaters.		11	
FREEDOM		WONDERFUL CITRUS LLC	
0233901	TMA104438	1956-09-21	Registered
Fresh citrus fruits.		31	
FREEDOM		RHINO FREEDOM ULC	
0352037	TMA201350	1974-08-23	Registered
Sportswear, namely, pants, blouses, shirts, cardigans, sweaters...		25	
FREEDOM		Nice Systems Inc. (a De	
1154204	TMA652333	2005-11-07	Registered
Modular sound recording and reproducing equipment, namely electronic...		09	
FREEDOM		ASSA ABLOY High Securit	
1202031	TMA673886	2006-09-29	Registered
Key control services for distributors, locksmiths and buyers of high...		45	

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Freedom Mobile Inc.

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TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
FREEDOM 1294665	TMA680203	2007-01-24	Registered	POLARIS INDUSTRIES INC. 12
Motorcycle engines.				
FREEDOM 1023634	TMA567626	2002-09-18	Registered	HUMANSCALE CORPORATION 20
Office chairs.				
FREEDOM 1233406	TMA654628	2005-12-07	Registered	Manitoba Telecom Servic 36,38
Wireless telecommunications services namely, personal communication...				
FREEDOM 1241706	TMA686910	2007-05-04	Registered	BSH Home Appliances Cor 11
Cooling machines, namely, refrigerators, freezers, ice making...				
FREEDOM 1245501	TMA654860	2005-12-12	Registered	Textron Inc. 04,12
Gasoline and electric-powered golf cars.				
FREEDOM 1001702	TMA568846	2002-10-16	Registered	London Life Insurance C 09
Computer software used to integrate property casualty insurance...				
FREEDOM 1588299	TMA872774	2014-03-06	Registered	BSH Home Appliances Cor 11
Household and kitchen machines and equipment, namely, heating, steam...				
FREEDOM 1597578	TMA864719	2013-11-08	Registered	FREEDOM TACKLE CORP. 28
Fishing lures.				
FREEDOM 1647493	TMA949127	2016-09-13	Registered	Bombardier Recreational 12
Trailers for motorized three-wheeled vehicles namely, motorcycles.				
THE FREEDOM 1646233	TMA922937	2015-12-09	Registered	Langmeil Pty Ltd 33
Wines.				
FREEDOM 1795666	TMA		Formalized	5ME, LLC 09,35,42
Industrial personal computers, digital... Consulting...				
FREEDOM DESIGN 1795667	TMA		Formalized	5ME, LLC 09,35,42
Industrial personal computers, digital... Consulting...				
FREEDOM 0480451	TMA271609	1982-08-06	Registered	Delphi Technologies, In 09
Batteries.				
FREEDOM 0948028	TMA516409	1999-09-16	Registered	E. I. DuPont de Nemours 05,09,31
Agricultural herbicides, agricultural seeds, namely canola, flax,...				
FREEDOM 0798862	TMA474741	1997-04-14	Registered	Movado LLC a Delaware I 14
Watches.				
FREEDOM 0362426	TMA204103	1974-12-20	Registered	Diversey, Inc. (a Delaw 03
Cleaning preparatons; rug cleaning compounds. (2) Floor stripping.				
FREEDOM 0179699	UCA015183	1941-06-16	Registered	James Drummond Holdings 24
Textile piece goods, namely suitings.				

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Data provider / Fournisseur des données	Data Available / Données disponibles	Update Interval / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2016-11-14	http://www.firmwatchalberta.ca/
Alberta / Alberta	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2016-11-14	http://www.gemcomdata.ca/
Federal / Fédéral	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2016-11-16	http://www.corporateinspector.gc.ca/
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières	Corporate names/Dénominations de société	Other/Autre	2016-05-24	http://www.osfi-bsif.gc.ca/
Trademarks / Marques de commerce	All registrations and applications, seeds, suspensions etc/ Tous les enregistrements et demandes, semences et section 9	Weekly/Hebdomadaire	2016-11-16	http://www.cic.gc.ca/

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut Légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date de statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marques de commerce			
AP NO./NO AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG NO./NO ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG DATE/DATE ENR.	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : http://www.nuans.com/	Nuans report codes / codes des rapports Nuans : https://www.fc.gc.ca/cst/cst25-075.nsf/enq/0015.html
NAICS codes / codes SCIAN : http://www150.statcan.gc.ca/n1/pub/92-625-x/2010001/article/00001-eng.htm (in English only/ en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : http://www.osfi-bsif.gc.ca/
Nice class codes / codes classification Nice : English: http://www.wipo.int/classification/nice/eng/0015.html	Registraire des entreprises du Québec : English: http://www.registreentreprisesquebec.com/quebec/
French: http://www.wipo.int/classification/nice/fr/0015.html	French: http://www.registreentreprisesquebec.com/quebec/

The use of this report is the sole responsibility of the applicant. / La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valable jusqu'au: 2017-02-19 **NUANS** is a product of Innovation, Science and Economic Development Canada
NUANS est un produit d'Innovation, Sciences et Développement économique Canada

CORPORATE ACCESS NUMBER: 2019614904

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**WIND MOBILE CORP.
AMENDED ITS ARTICLES ON 2016/08/30.**

THE INFORMATION IN THIS
DOCUMENT IS AN ACCURATE
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CONTAINED WITHIN THE OFFICIAL
RECORDS OF ALBERTA REGISTRIES.



Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2016/08/30

Service Request Number: 25657340

Corporate Access Number: 2019614904

Legal Entity Name: WIND MOBILE CORP.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: WIND MOBILE CORP.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Share Structure: SEE ATTACHED SCHEDULE A

Share Transfers Restrictions: SEE ATTACHED SCHEDULE B

Number of Directors:

Min Number Of Directors: 1

Max Number Of Directors: 10

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: SEE ATTACHED SCHEDULE B

BCA Section/Subsection: 173(1)(E)

Professional Endorsement Provided:

Future Dating Required:

Annual Return

No Records returned

Attachment

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Attachment Type	Microfilm Bar Code	Date Recorded
Letter of Approval	10000107103336075	2016/04/05
Share Structure	ELECTRONIC	2016/04/05
Other Rules or Provisions	ELECTRONIC	2016/04/05
Restrictions on Share Transfers	ELECTRONIC	2016/04/05
Share Structure	ELECTRONIC	2016/08/30

Registration Authorized By: WILLIAM JENKINS
SOLICITOR

SCHEDULE "A"
TO THE ARTICLES OF
WIND MOBILE CORP.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:

(a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;

(b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

(c) The holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;

(d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and

(e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:

(a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:

(i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance, the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and

(ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received, is divided by the number of Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;

(b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. Such dividends shall be cumulative so if such dividends accrued in respect of any previous dividend period shall not have been declared and paid or set apart for payment, the deficiency shall be declared and paid or set apart for payment, but without interest, before the payment of any dividends on, or the purchase or redemption of, any class of common shares or any other class or series of shares ranking junior to the Preferred shares. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the cumulative dividends hereinbefore provided for;

(c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;

(d) Subject to the provisions of the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to his total holding of such shares;

(e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in

such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

(f) Subject to the provisions of the Business Corporations Act, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;

(g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Alberta, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its head office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "Redemption Date") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be made by cheque payable at par at any branch of the

Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

(h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the Business Corporations Act or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Business Corporations Act or some other applicable legislation;

(i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

(j) Subject to the provisions of the Business Corporations Act, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

3. Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

(a) Its liabilities;

(b) The stated capital of all issued and outstanding shares of the Corporation;
and

(c) The amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

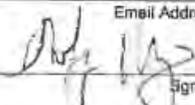
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1. Name of Corporation	2. Corporate Access Number
WIND MOBILE CORP.	2019614904

3. Item 2(b) of the Articles of the above named corporation are amended in accordance with Section 173(1)(e) of the *Business Corporations Act* as follows:

b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. Such dividends shall be cumulative so if such dividends accrued in respect of any previous dividend period shall not have been declared and paid or set apart for payment, the deficiency shall be declared and paid or set apart for payment, but without interest, before the payment of any dividends on, or the purchase or redemption of, any class of common shares or any other class or series of shares ranking junior to the Preferred shares. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the cumulative dividends hereinbefore provided for;

4. Authorized Representative/Authorized Signing Authority for the Corporation

<u>MANJI, SHAFYN</u> <small>Last Name, First Name, Middle Name (optional)</small>	<u>Solicitor</u> <small>Relationship to Corporation</small>
<u>403-750-4534</u> <small>Telephone Number (optional)</small>	<u>shafyn.manji@sjrb.ca</u> <small>Email Address (optional)</small>
<u>2016-08-30</u> <small>Date of submission (yyyy-mm-dd)</small>	 <small>Signature</small>

APPROVED FOR FILING
 AUGUST 30, 2016


SCHEDULE "A"
TO THE ARTICLES OF
WIND MOBILE CORP.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;
 - (b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
 - (c) The holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;
 - (d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
 - (e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank *pari passu* with each other.

2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:
 - (i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance,

(2)

the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and

- (ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received, is divided by the number of Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;
- (b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. Such dividends shall be cumulative so if such dividends accrued in respect of any previous dividend period shall not have been declared and paid or set apart for payment, the deficiency shall be declared and paid or set apart for payment, but without interest, before the payment of any dividends on, or the purchase or redemption of, any class of common shares or any other class or series of shares ranking junior to the Preferred shares. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the cumulative dividends hereinbefore provided for;
- (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;
- (d) Subject to the provisions of the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to his total holding of such shares;
- (e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of

(3)

mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

- (f) Subject to the provisions of the Business Corporations Act, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if

any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;

- (g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Alberta, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its head office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "Redemption Date") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

- (h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the Business Corporations Act or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata

(5)

basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Business Corporations Act or some other applicable legislation;

- (i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

- (j) Subject to the provisions of the Business Corporations Act, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

3. Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

- (a) Its liabilities;
- (b) The stated capital of all issued and outstanding shares of the Corporation; and
- (c) The amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
CONTINUANCE**

WIND MOBILE CORP.
CONTINUED FROM ONTARIO TO ALBERTA ON 2016/04/05.



**Articles of Continuance
For
WIND MOBILE CORP.**

Share Structure: SEE ATTACHED SCHEDULE A
Share Transfers Restrictions: SEE ATTACHED SCHEDULE B
Number of Directors:
Min Number of Directors: 1
Max Number of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE B

Registration Authorized By: NADINE DOERTLEIN
AGENT OF CORPORATION

SCHEDULE "A"
TO THE ARTICLES OF
WIND MOBILE CORP.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;
 - (b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
 - (c) The holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;
 - (d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
 - (e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

 2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:
 - (i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance,
-

the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and

- (ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received, is divided by the number of Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;
- (b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, non-cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. The board of directors shall be entitled from time to time to declare part of the said non-cumulative dividend for any fiscal year, notwithstanding that such dividend for such fiscal year shall not be declared in full. If within three (3) months after the expiration of any fiscal year of the Corporation the board of directors in its discretion shall not declare any dividend on the Preferred shares for such fiscal year, or shall only declare a part of the said non-cumulative dividend, then the rights of the holders of the Preferred shares to such dividend for such fiscal year shall, as to the undeclared part thereof, be forever extinguished. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the non-cumulative dividends hereinbefore provided for;
- (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;
- (d) Subject to the provisions of the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to his total holding of such shares;

- (e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

- (f) Subject to the provisions of the Business Corporations Act, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;
- (g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Ontario, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its head office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "Redemption Date") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

- (h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the Business Corporations Act or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares

held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Business Corporations Act or some other applicable legislation;

- (i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

- (j) Subject to the provisions of the Business Corporations Act, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
3. Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:
- (a) Its liabilities;
 - (b) The stated capital of all issued and outstanding shares of the Corporation; and
 - (c) The amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

SCHEDULE "B"
TO THE ARTICLES OF
WIND MOBILE CORP.
(the "Corporation")

Other Provisions

Securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

- (a) in the case of shares, the consent of the directors of the Corporation is obtained; or
- (b) the consent of shareholders holding not less than 50% of the shares entitled to vote at such time is obtained;

provided that this restriction shall not apply to applicable securities, other than shares, if such securities are subject to restrictions on transfer contained in a security holders' agreement.

The consent of the directors or the shareholders in this section may be evidenced (i) by a resolution of the directors or shareholders, as the case may be, or (ii) by an instrument or instruments in writing signed by all of the directors, or signed by shareholders holding shares entitling the holders thereof to vote at least 50% of the shares entitled to vote at such time, as the case may be.

The Board of Directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board above to such extent and in such manner as the Board shall determine at the time of each such delegation.

The directors may, between annual general meetings, appoint one (1) or more additional directors of the Corporation to serve until the next annual general meeting, provided that the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

April 05, 2016

MINISTRY OF CONSUMER & COMMERCIAL RELATIONS
2 FLR 393 UNIVERSITY AVENUE
TORONTO, ONTARIO
M5G 2M2

RE: **WIND MOBILE CORP.**
CORPORATE ACCESS NUMBER: 2019614904

WIND MOBILE CORP. has been continued into Alberta as if it had been incorporated here.

I am enclosing a copy of the Certificate of Continuance for your records.

Registrar of Corporations
Province of Alberta



Copy of Correction

Not For Resale

Corporate Access Number: 2019614904
Current Legal Entity Name: FREEDOM MOBILE INC.
Current Legal Entity Status: Active

Service Request Number: 29567309

Transaction Type: Correct Legal Entity

Date Completed: 2018/08/30

Authorized Representative

Last Name: CORPORATE REGISTRY

First Name: -

Relationship to Legal Entity: Alberta Registries

Service Request Comments: AN EXTRA-PROVINCIAL AMALGAMATION SHOULD HAVE BEEN FILED FOR THE INACTIVE EP REGISTRATION (2114650472) PRIOR TO CONTINUING INTO ALBERTA. AS A RESULT OF NOT FILING THE AMALGAMATION, THE CONTINUANCE RECORD WAS NOT UPDATED WITH THE CURRENT CORPORATE ACCESS NUMBER/DATE OF FORMATION IN ONTARIO. AS A RESULT, A CORRECTION HAS BEEN MADE. (SR24932287)

Information Modified by the Correction

Legal Entity

Date Of Formation In Home Jurisdiction: 2008/01/30

Continuance

002161984 -- WIND MOBILE CORP.

Corporate Access Number In Previous Jurisdiction: 002161984

Previous Foreign Jurisdiction: ONTARIO

Date Created In Previous Jurisdiction: 2008/01/30

2016-11-08

Corporate name/Dénomination sociale: WIND MOBILE

Search with/Chercher dans: Search all/Sélectionner tout

COMPANY NAME / NOM DE L'ENTREPRISE						
JUR	NO.	DATE	CITY/VILLE	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS /ACT						
WIND CHIMES MOBILE HOME PARK						
BC	090501541	2009-05-04		Pt_Prpshp	Active	
WIND CHIMES MOBILE HOME PARK LTD.						
BC	0852036	2009-05-15	Kamloops	Corp	Active	2009-05-15
WIND MOBILE						
ON	190826925	2009-08-14	TORONTO	AsmndBusNm	Active	2009-08-14
WIND MOBILE						
AB	TN14863906	2009-08-24		TradeName	Active	
WIND MOBILE						
BC	090510170	2009-09-02		Pt_Prpshp	Active	
WIND MOBILE CORP.						
NL	60741	2008-01-30		Fgn_Shr	Active	
WIND MOBILE CORP.						
ON	2161984	2008-01-30	TORONTO	Bus_Corp	Amrgmttd	2016-03-02
WIND MOBILE CORP.						
AB	2114650472	2009-04-23	TORONTO	EP_Corp	Cancelled	2016-04-05
WIND MOBILE CORP.						
BC	A0077034	2009-04-08	VANCOUVER	EP	Active	2009-04-08
WIND MOBILE CORP.						
NS	3238794	2009-08-12	CALGARY	EP_Corp	Active	2013-05-14
WIND MOBILE CORP.						
ON	1951697	2016-03-02	CALGARY	EPDomShar	Active	2016-09-22
WIND MOBILE CORP.						
NB	646211	2009-08-13	Calgary	EP_Corp	Current	2016-10-19
WIND MOBILE CORP.						
SK	0101143822	2009-04-29	CALGARY	Bus_Corp	Active	2016-04-08
WIND MOBILE CORP.						
AB	2019614904	2016-04-05	CALGARY	Bus_Corp	Active	Home
WIND MOBILE DISTRIBUTION CORP.						
ON	2240823	2010-04-19		EPDomShar	Lcnc_Cncl	2016-04-06
WIND MOBILE DISTRIBUTION CORP.						
BC	A0080715	2010-07-27	VANCOUVER	EP	Active	2013-10-09
WIND MOBILE DISTRIBUTION CORP.						
AB	2115398238	2010-06-01	TORONTO	EP_Corp	Cancelled	2016-04-05

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2016-11-08

Page 2 of/de 4

Corporate name/Dénomination sociale: WIND MOBILE

Search within/Chercher dans: Search all/Sélectionner tout

COMPANY NAME / NOM DE L'ENTREPRISE						
JUR	NO	DATE	CITY/VILLE	TYPE	STATUS/STATUT	STAT DATE/DATE STAT
BUS /ACT						
WIND MOBILE DISTRIBUTION CORP.						
AB	2018613989	2016-04-05	CALGARY	Bus_Corp	Active	

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Corporate name/Dénomination sociale: WIND MOBILE

Search within/Chercher dans: Search all/Sélectionner tout

TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
WIND MOBILE				
1464059	TMA837259	2012-11-28	Registered	Wind Telecomunicazioni, 09,16,35,36,...
Telecommunications, multimedia and interactive.....				

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Canada

2016-11-08

Corporate name/Dénomination sociale: WIND MOBILE

Search within/Chercher dans: Search all/Sélectionner tout

Data provider information / Information concernant les fournisseurs des données

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Lastest update date / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Nova Scotia / Nouvelle-Écosse	Corporate and trade names/Dénominations de société et noms commerciaux	Daily/Quotidien	2016-11-08	http://www.gov.ns.ca/en/strn/jgc
Saskatchewan / Saskatchewan	Corporate and trade names/Dénominations de société et noms commerciaux	Weekly/Hébdomadaire	2016-10-25	http://www.isc.ca
British Columbia / Colombie-Britannique	Corporate names/Dénominations de société	Daily/Quotidien	2016-11-08	http://www.bcregistry.ca
Northwest Territories / Territoires du Nord-Ouest	Trade names/Noms commerciaux	Weekly/Hébdomadaire	2016-11-06	http://www.gov.nt.ca
Federal / Fédéral	Corporate names/Dénominations de société	Weekly/Hébdomadaire	2016-11-02	http://www.corporationscanada.gc.ca
Ontario / Ontario	Trade names/Noms commerciaux	Weekly/Hébdomadaire	2016-11-07	http://www.ontario.ca/business
Nunavut / Nunavut	Corporate names/Dénominations de société	Weekly/Hébdomadaire	2016-11-08	http://www.gov.nu.ca/business
Prince Edward Island / Île-du-Prince-Édouard	Corporate and trade names/Dénominations de société et noms commerciaux	Weekly/Hébdomadaire	2016-11-04	http://www.gov.pe.ca/corporations
Trademarks / Marques de commerce	All registrations and applications, soids, sections 9/ Tout les enregistrements et demandes, sections 9	Weekly/Hébdomadaire	2016-11-08	http://www.cipa.gc.ca
Alberta / Alberta	Trade names/Noms commerciaux	Weekly/Hébdomadaire	2016-11-07	http://www.serveca.ab.ca
British Columbia / Colombie-Britannique	Trade names/Noms commerciaux	Weekly/Hébdomadaire	2016-11-06	http://www.bcregistry.ca
Manitoba / Manitoba	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2016-10-26	http://www.gov.mb.ca
New Brunswick / Nouveau-Brunswick	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2016-11-01	http://www.snb.ca
Alberta / Alberta	Corporate names/Dénominations de société	Weekly/Hébdomadaire	2016-11-07	http://www.serveca.alberta.ca
Northwest Territories / Territoires du Nord-Ouest	Corporate names/Dénominations de société	Weekly/Hébdomadaire	2016-11-06	http://www.gov.nt.ca
Yukon / Yukon	Corporate names/Dénominations de société	Monthly/Mensuel	2016-11-01	http://www.community.gov.yk.ca/corp
Newfoundland and Labrador / Terre-Neuve-et-Labrador	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2016-09-16	http://www.gs.gov.nl.ca/registraire
Ontario / Ontario	Corporate names/Dénominations de société	Weekly/Hébdomadaire	2016-11-07	http://www.ontario.ca/business
Nunavut / Nunavut	Trade names/Noms commerciaux	Weekly/Hébdomadaire	2016-11-08	http://www.gov.nu.ca/business
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières	Corporate names/Dénominations de société	Other/Autre	2016-05-24	http://www.osfi-bisf.gc.ca
Yukon / Yukon	Trade names/Noms commerciaux	Monthly/Mensuel	2016-11-01	http://www.community.gov.yk.ca/corp

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Pre-search report / Rapport de prérecherche			
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO.	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date de statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS.ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO.AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO.ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE ENR	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : http://www.nuans.com	Nuans report codes / codes des rapports Nuans : https://www.ic.gc.ca/eic/site/075.nsf/lang/00015.html
NAICS codes / codes SCIAN : http://www.naics.com/search/ (in English only/en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : http://www.osfi-bisf.gc.ca
Nice class codes / codes classification Nice : English: http://www.wipo.int/classification/nice/en/index.html French: http://www.wipo.int/classification/nice/fr/index.html	Registraire des entreprises du Québec : English: http://www.registreentreprises.gouv.qc.ca/en/ French: http://www.registreentreprises.gouv.qc.ca/

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FREEDOM MOBILE INC.

BY-LAW NUMBER ONE

This by-law relates generally to the conduct of the affairs of Freedom Mobile Inc. (the "Corporation"), a corporation subject to the *Business Corporations Act* (Alberta) (the "Act").

I. DIRECTORS

1. **Quorum.** A majority of the number of directors shall constitute quorum for the transaction of business at any meeting of directors.
2. **Meetings.** Any of the chair, the president, the chief executive officer and the directors of the Corporation may call a meeting of directors. Notice of a meeting of directors shall be sent to each director not less than 48 hours before the time of the meeting; provided that (i) meetings of the directors may be held at any time without notice if all the directors are present or if each absent director waives notice and (ii) no notice is required for the first meeting of directors following election.
3. **Voting.** Questions arising at any meeting of directors shall be decided by a majority of votes. The chair of the meeting shall not have a second or casting vote in addition to its original vote.

II. OFFICERS

4. **Appointment of officers.** The directors shall from time to time designate such offices and appoint such officers of the Corporation as they consider advisable.
5. **Duties of officers.** The officers of the Corporation shall perform such duties specified from time to time by the directors or pursuant to a delegation of authority from the directors.
6. **Removal of officers.** Officers are subject to removal by the directors at any time, with or without cause.

III. SHAREHOLDERS

7. **Place of meetings.** Meetings of shareholders of the Corporation may be held from time to time at places in Alberta as the directors may determine, at such other places as the shareholders may agree or at such other places outside Alberta specified in the articles of the Corporation.
 8. **Notice of meetings.** Notice of a meeting of shareholders shall be sent to each person entitled to attend the meeting not less than forty-eight hours before the time of the meeting nor more than 50 days before the date fixed for the meeting.
 9. **Meetings by electronic means.** Any person entitled to attend a meeting of shareholders may participate in the meeting, in accordance with the regulations of the Act, if any, by any communication facility that permits all participants to communicate adequately with each other during the meeting if the Corporation makes available such a communication facility. If the directors or shareholders of the Corporation call a meeting of shareholders, those directors or shareholders, as the case may be, may determine the communication facility for the meeting. A person participating in a meeting by such means is deemed for the purposes of the Act to be present at the meeting.
 10. **Voting.** Every question submitted to any meeting of shareholders shall be decided in the first instance by a show of hands. Any vote at a shareholders' meeting may be held entirely by means of a telephonic, electronic or other communication facility if the Corporation makes available such a
-

communication facility. The chair of the meeting shall not have a second or casting vote in addition to the original vote cast by the chair as shareholder or proxy nominee.

11. **Quorum.** Quorum for a meeting of shareholders shall be one or more persons present and holding or representing by proxy not fewer than 25% of the total number of issued shares of the Corporation enjoying voting rights at such meeting.

IV. GENERAL

12. **Execution of contracts, etc.** Contracts, documents or other instruments (collectively, "Instruments") may be executed by any two directors or officers on behalf of the Corporation. The directors may from time to time by resolution appoint any one or more officers, directors or other persons to sign one or more Instruments on behalf of the Corporation. Instruments so executed shall be binding upon the Corporation without any further authorization or formality.

13. **Banking arrangements.** The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other lending institution and under such agreements, instructions and delegations of powers as the directors, or any two of the chair, chief executive officer, president and chief financial officer (or persons in equivalent offices) of the Corporation may from time to time approve.

14. **Indemnification.** Except in respect of an action by or on behalf of the Corporation or the body corporate hereafter mentioned to procure a judgment in its favour, the Corporation shall indemnify each director and officer of the Corporation, former director and officer of the Corporation and a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and each such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if: (a) such person acted honestly and in good faith with a view to the best interests of the Corporation; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person had reasonable grounds for believing that his or her conduct was lawful.

15. **Indemnification in derivative actions.** The Corporation shall from time to time, subject to the approval of the court (as defined in the Act), indemnify a person referred to in Section 14 in respect of an action by or on behalf of the Corporation or a body corporate to procure a judgment in its favour, to which he is made a party by reason of being or having been a director or an officer of the Corporation or the body corporate, against all costs, charges and expenses reasonably incurred by him in connection with such action if he fulfils the conditions set out in paragraphs (a) and (b) of Section 14.

16. **Financial year.** The financial year of the Corporation shall terminate on such day in each year as the directors of the Corporation from time to time by resolution determine.

Dated effective November 21, 2016.

CORPORATE ACCESS NUMBER: 2019613989

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**WIND MOBILE DISTRIBUTION CORP.
CHANGED ITS NAME TO FREEDOM MOBILE DISTRIBUTION INC. ON 2016/11/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2016/11/21

Service Request Number: 26097689

Corporate Access Number: 2019613989

Legal Entity Name: WIND MOBILE DISTRIBUTION CORP.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: FREEDOM MOBILE DISTRIBUTION INC.

New French Equivalent Name:

Nuans Number: 120102859

Nuans Date: 2016/11/21

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Annual Return

No Records returned

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2016/04/05
Restrictions on Share Transfers	ELECTRONIC	2016/04/05
Letter of Approval	10000807103336072	2016/04/05
Other Rules or Provisions	ELECTRONIC	2016/04/05

Registration Authorized By: DARLENE CORDICK
AGENT OF CORPORATION

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at ca@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation	2. Corporate Access Number
WIND MOBILE DISTRIBUTION CORP.	2019613989

3. Item _____ of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows:

Pursuant to section 173(1)(a) of the Business Corporations Act (Alberta) the Articles of the Corporation be amended by changing the name of the Corporation to FREEDOM MOBILE DISTRIBUTION INC.

4. Authorized Representative/Authorized Signing Authority for the Corporation

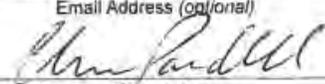
PARDELL, CHRISTOPHER C.
Last Name, First Name, Middle Name (optional)

403-750-4540
Telephone Number (optional)

2016-11-21
Date of submission (yyyy-mm-dd)

Solicitor
Relationship to Corporation

christopher.pardell@sjrb.ca
Email Address (optional)


Signature

April 05, 2016

MINISTRY OF CONSUMER & COMMERCIAL RELATIONS
2 FLR 393 UNIVERSITY AVENUE
TORONTO, ONTARIO
M5G 2M2

RE: **WIND MOBILE DISTRIBUTION CORP.**
CORPORATE ACCESS NUMBER: 2019613989

WIND MOBILE DISTRIBUTION CORP. has been continued into Alberta as if it had been incorporated here.

I am enclosing a copy of the Certificate of Continuance for your records.

Registrar of Corporations
Province of Alberta





Alberta Reservation Report Rapport pour réservation en Alberta

FREEDOM MOBILE DISTRIBUTION INC.

120102859 Distinctive/Distinctif:

NAICS codes/ codes SCIAN:

Page 1 of/de 7

2016-11-21

Alternate spelling/Variante orthographique:

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT							
FREEDOM MOBILE DISTRIBUTION INC.							
AB	120102859	2016-11-22				Prop.SHAW	
FREEDOM DISTRIBUTORS							
AB	TN7870546	1988-05-29			TradeName	Active	
FREEDOM DISTRIBUTORS							
AB	PT6556476	1995-05-24			Ptnrshp	Active	
FREEDOM DISTRIBUTION SERVICE							
AB	TN4471886	1989-08-08			TradeName	Active	
FREEDOM MOBILE INC.							
CD	120003727	2016-06-09				Prop.CYBER	
FREEDOM MOBILE INC.							
CD	120003724	2016-06-09				Prop.CYBER	
FREEDOM MOBILE INC.							
CD	120089143	2016-10-31				Prop.CYBER	
Freedom Mobile Inc.							
AB	120102516	2016-11-21				Prop.SHAW	
WIND MOBILE DISTRIBUTION CORP.							
AB	2019613989	2016-04-05	CALGARY		Bus_Corp	Active	
FREERIDE DISTRIBUTIONS							
AB	TN11533023	2005-02-15			TradeName	Active	
FREIGHTLINE DISTRIBUTION							
AB	TN5797394	1993-09-01			TradeName	Active	
FREDDIES DISTRIBUTION							
AB	TN18618157	2014-11-20			TradeName	Active	
DISCOVER FREEDOM							
AB	PT12837951	2006-11-24			Ptnrshp	Active	
PUNCTURE FREE DISTRIBUTION SERVICES							
AB	TN9538380	2001-09-27			TradeName	Active	
WADE DUTY FREE DISTRIBUTION INC.							
CD	4406451	2007-01-10	NORTH YORK		CBCA	Active	2007-01-10
ECONOMY MOBILE DISTRIBUTORS							
AB	CRY021332	1978-01-12			TradeName	Active	
DISTRIBUTIONS MOBILE C. L. INC.							
CD	1150839	1981-05-28	DUVERNAY, LAVAL		CBCA	Dissolved	1987-08-31

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Alberta Reservation Report Rapport pour réservation en Alberta

FREEDOM MOBILE DISTRIBUTION INC.
120102859 Distinctive/Distinctif:
NAICS codes/ codes SCIAN:

Page 3 of/ de 7

2016-11-21

Alternate spelling/Variante orthographique:

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR.	NO.	DATE	CITY/WILLE	EP	TYPE	STATUS/STATUT	STAT DATE/DATE STAT.
BUS./ACT.							
R&H DISTRIBUTIONS							
AB	CRY099577	1985-01-03			Partnership	Active	
G.L. DISTRIBUTION							
AB	TN7041122	1996-07-29			TradeName	Active	
J.D. DISTRIBUTION							
AB	TN5443254	1992-10-16			TradeName	Active	
DISTRIBUTION A & T							
AB	TN8673057	1995-09-18			TradeName	Active	
M & M DISTRIBUTION							
AB	CRY147647	1987-12-02			TradeName	Active	
ES DISTRIBUTION							
AB	CRY110834	1985-09-24			TradeName	Active	
J.B. DISTRIBUTION							
AB	CRY075398	1983-05-03			TradeName	Active	
KN DISTRIBUTION							
AB	CRY151875	1988-03-02			TradeName	Active	
E & G DISTRIBUTION							
AB	PT12218533	2006-02-08			Partnership	Active	
TJ DISTRIBUTION							
AB	TN11468832	2005-01-11			TradeName	Active	
C2 DISTRIBUTION							
AB	PT13695366	2007-12-19			Partnership	Active	
T&Y DISTRIBUTION							
AB	PT15228307	2010-03-09			Partnership	Active	
E & N DISTRIBUTIONS							
AB	PT15437627	2010-06-21			Partnership	Active	
MC DISTRIBUTION							
AB	TN15763410	2010-12-16			TradeName	Active	
L & B DISTRIBUTIONS							
AB	PT10053569	2002-08-30			Partnership	Active	
F & F DISTRIBUTION							
AB	TN10471795	2003-05-15			TradeName	Active	
JD'S DISTRIBUTION							
AB	TN10839439	2003-12-31			TradeName	Active	

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Trademark Report

Rapport des marques de commerce



FREEDOM MOBILE DISTRIBUTION INC.

120102859 Distinctive/Distinctif:

Page 5 of/ de 7

2016-11-21

Nice classes/classification Nice:

Alternate spelling/Variante orthographique:

* This report does not constitute a Trademark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
FREEDOM MOBILITY				
1457593	TMA785932	2010-12-23	Registered	FREEDOM MOBILITY MEDICA 06,07,08,10...
Canes, crutches, lift chairs, manually-operated bath lifts, raised...				
FREEDOM MOBILE				
1805902	TMA		Formalized	2542211 Ontario Inc. 09,35,36,38...
Software applications for portable media players... Computer...				
DISTRIBUTIONNOW				
1655203	TMA926727	2016-01-21	Registered	DNOW L.P., a Texas Lim 35
Supply chain management services; business consulting services...				
DT DISTRIBUTION				
1672834	TMA903641	2015-05-14	Registered	GESTION ANDRÉ TOUCHETTE 35,37,39,41
Distribution et vente de pneus; distribution et vente de pièces...				
V DISTRIBUTION & Design				
1537008	TMA		Allowed	Visa International Serv 36,45
Financial services, namely, bill payment services, electronic...				
TRUE MOBILE FREEDOM				
1635332	TMA949438	2016-09-15	Registered	WIND MOBILE CORP. 09,18,28,35...
Telecommunications, multimedia and interactive.....				
WHIM FREEDOM OF MOBILITY				
1800030	TMA		Formalized	MaaS Global Oy 09,38,39,42
Software; Software and applications for mobile.....				
FREEDOM MOBILITY & Design				
1448918	TMA		Aband40-3	FREEDOM MOBILITY MEDICA 06,07,10,11...
Homecare products namely beds, manually-operated... Wholesale sales...				
DISTRIBUTION DE MEUBLES R. FORTIER INC. & DESSIN				
0570466	TMA343046	1988-07-22	Expunged	DISTRIBUTION DE MEUBLES 35,41
Exploitation d'une entreprise offrant un service de vente de meubles...				
DISCOVER FREEDOM				
1401471	TMA824984	2012-05-29	Registered	JanSport Apparel Corp. 18,25,35
Attache cases, backpacks, bags for campers, bags... Providing...				
TW DISTRIBUTION & DESSIN				
0891518	TMA404163	1992-10-23	Expunged	UAP INC. 35
Entreprise de distribution de pièces de suspension de camion.				
A. Z. DISTRIBUTION				
0504095	TMA294109	1984-08-17	Expunged	FEMMES D'AUJOURD'HUI, S 16,28
Paper, cardboard, newspapers and periodicals, books; photographs...				
DISTRIBUTEL & DESIGN				
0696429	TMA422926	1994-02-04	Registered	DISTRIBUTEL COMMUNICATI 35,38
Telecommunications services, namely, sending and receiving telephone...				
DISTRIBUTE IT & Design				
1603952	TMA		Searched	Distribute It Inc. 35,39,40,42
Distribution of marketing and promotional material for others (2)...				
DISTRIBUTEL				
0696494	TMA422929	1994-02-04	Registered	DISTRIBUTEL COMMUNICATI 35,38
Telecommunications services, namely, sending and receiving telephone...				
DISTRIBUTION SELECT & DESSIN				
0689370	TMA406964	1993-01-15	Registered	GROUPE ARCHAMBAULT INC. 09,35
Cassettes, (2) Disques compacts et vidéos. Entreprise de...				
BARNES DISTRIBUTION & Design				
1151881	TMA716201	2008-06-09	Registered	The Wallace Barnes Comp 35
Sale and distribution of maintenance, repair and operating supplies...				

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Data provider information / Information concernant les fournisseurs des données:

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta	Trade names/Noms commerciaux	Weekly/Hédomadaire	2015-11-14	http://www.servicealberta.ca
Alberta / Alberta	Corporate names/Dénominations de société	Weekly/Hédomadaire	2015-11-14	http://www.servicealberta.ca
Fédéral / Fédéral	Corporate names/Dénominations de société	Weekly/Hédomadaire	2015-11-16	http://www.corporationscanada.gc.ca
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières	Corporate names/Dénominations de société	Other/Autre	2016-05-24	http://www.osfi-bsif.gc.ca
Trademarks / Marques de commerce	All registrations and applications, seeds, sections 9a/ Tous les enregistrements et demandes, semences et section 9	Weekly/Hédomadaire	2016-11-15	http://www.cipo.gc.ca

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Codin d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date de statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE ENR.	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : http://www.nuans.com	Nuans report codes / codes des rapports Nuans : https://www.ic.gc.ca/eic/eia/073_nsi/eng/0015.html
NAICS codes / codes SCIAN : http://www.naics.com/search/ (in English only/en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : http://www.osfi-bsif.gc.ca
Nice class codes / codes classification Nice : English: http://www.wipo.int/classification/nice/en/index.html French: http://www.wipo.int/classification/nice/fr/index.html	Registraire des entreprises du Québec : English: http://www.registreentreprises.gouv.qc.ca/en French: http://www.registreentreprises.gouv.qc.ca/

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**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
CONTINUANCE**

WIND MOBILE DISTRIBUTION CORP.
CONTINUED FROM ONTARIO TO ALBERTA ON 2016/04/05.



This information is collected in accordance with the *Business Corporations Act*. It is required to convert an extra-provincial corporation to an Alberta corporation for the purpose of issuance of a certificate of continuance. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cn@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation

WIND MOBILE DISTRIBUTION CORP.	FILED ELECTRONICALLY ON <u>April 5, 2016</u> ^{HD}
--------------------------------	---

2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:

SEE ATTACHED SCHEDULE A

3. Restrictions on share transfers (if there are no restrictions, enter "NONE"):

SEE ATTACHED SCHEDULE B

4. Number, or minimum and maximum number of directors:

1 - 10

5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restrictions (if there are no restrictions, enter "NONE"):

NONE

6. Other rules or provisions (if there are no rules or provisions, enter "NONE"):

SEE ATTACHED SCHEDULE B

7. If a change of name is effected, indicate previous name:

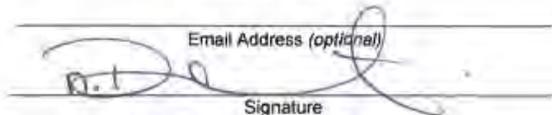
8. Current Extra-Provincial Registration (if applicable):

Corporation's Name on Alberta Extra-Provincial Registration WIND MOBILE DISTRIBUTION CORP.	Alberta Corporate Access Number 2115398238
---	---

9. Current Jurisdiction Information

Name (if different from the corporation's name as stated above)	Registration Number in Current Jurisdiction 2240823
Jurisdiction ONTARIO	Date of Formation in Current Jurisdiction (yyyy-mm-dd) 2010/04/19

10. Authorized Representative/Authorized Signing Authority for the Corporation

Doerntein, Nadine <small>Last Name, First Name, Middle Name (optional)</small>	Agent of Corporation <small>Relationship to Corporation</small>
_____ <small>Telephone Number (optional)</small>	_____ <small>Email Address (optional)</small>
_____ <small>Date of submission (yyyy-mm-dd)</small>	 Signature

**Articles of Continuance
For
WIND MOBILE DISTRIBUTION CORP.**

Share Structure: SEE ATTACHED SCHEDULE A
Share Transfers Restrictions: SEE ATTACHED SCHEDULE B
Number of Directors:
Min Number of Directors: 1
Max Number of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE B

Registration Authorized By: NADINE DOERTLEIN
AGENT OF CORPORATION

SCHEDULE "A"
TO THE ARTICLES OF
WIND MOBILE DISTRIBUTION CORP.
(the "Corporation")

Share Provisions

The Corporation is authorized to issue an unlimited number of Class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The Class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The holders of Class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Class A Common share held;
 - (b) Subject to the provisions of the Business Corporations Act, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
 - (c) The holders of Class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the Class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the Class A Common shares), or in part on each such class;
 - (d) Upon the liquidation or dissolution of the Corporation, the holders of Class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
 - (e) Except as hereinbefore provided, Class A Common shares and Class B Common shares shall rank pari passu with each other.

 2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:
 - (a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:
 - (i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance,
-

- (e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Business Corporations Act or some other applicable legislation;

- (i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

- (j) Subject to the provisions of the Business Corporations Act, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

3. Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

- (a) Its liabilities;
- (b) The stated capital of all issued and outstanding shares of the Corporation; and
- (c) The amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

SCHEDULE "B"
TO THE ARTICLES OF
WIND MOBILE DISTRIBUTION CORP.
(the "Corporation")

Other Provisions

Securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

- (a) in the case of shares, the consent of the directors of the Corporation is obtained; or
- (b) the consent of shareholders holding not less than 50% of the shares entitled to vote at such time is obtained;

provided that this restriction shall not apply to applicable securities, other than shares, if such securities are subject to restrictions on transfer contained in a security holders' agreement.

The consent of the directors or the shareholders in this section may be evidenced (i) by a resolution of the directors or shareholders, as the case may be, or (ii) by an instrument or instruments in writing signed by all of the directors, or signed by shareholders holding shares entitling the holders thereof to vote at least 50% of the shares entitled to vote at such time, as the case may be.

The Board of Directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board above to such extent and in such manner as the Board shall determine at the time of each such delegation.

The directors may, between annual general meetings, appoint one (1) or more additional directors of the Corporation to serve until the next annual general meeting, provided that the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

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Ministry of
Government Services

MINISTÈRE DES
SERVICES GOUVERNEMENTAUX

AUTHORIZATION
Autorisation pursuant to
Item 4 of this application
le 9 mars, 2016

AUTORISATION
L'autorisation demandée à
la rubrique 4 de la présente
demande est accordée le

MARCH 09 MARS, 2016

and is valid for
9 months

Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

Ontario Corporation Number
Numéro de la société en Ontario

2240823

Form 7
Business
Corporations
Act

Formule 7
Loi sur les
sociétés par
actions

**APPLICATION FOR AUTHORIZATION TO CONTINUE IN ANOTHER JURISDICTION
DEMANDE D'AUTORISATION DE MAINTIEN SOUS LE RÉGIME D'UNE AUTRE AUTORITÉ LÉGISLATIVE**

1. The name of the corporation is: (Set out in BLOCK CAPITAL letters)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT)

W	I	N	D		M	O	B	I	L	E		D	I	S	T	R	I	B	U	T	I	O	N		C	O	R	P	.

2. Date of incorporation/amalgamation:
Date de la constitution ou de la fusion
2010/04/19

Year, Month, Day / année, mois, jour

3. The corporation is not in default in filing notices and returns under the *Corporations Information Act* and all out standing fees have been paid.
La société n'a pas omis de déposer les avis et déclarations exigés par la *Loi sur les renseignements exigés des personnes morales* et tous les droits ont été acquittés.

4. It is requested that the corporation be authorized by the Director under section 181 of the *Business Corporations Act* to apply to the appropriate official or public body of the following jurisdiction requesting that the corporation be continued as if it had been incorporated under the laws of that jurisdiction :
La société demande l'autorisation du directeur aux termes de l'article 181 de la *Loi sur les sociétés par actions* de demander au fonctionnaire ou à l'organisme public compétents de l'autorité législative suivante que la société soit maintenue comme si elle avait été constituée en vertu des lois de cette autorité législative :

Alberta

(Set out the name of the jurisdiction where the corporation is applying to continue)
(Indiquer le nom de l'autorité législative dans laquelle la société demande d'être maintenue)

5. The laws of the jurisdiction to which the corporation will apply for an instrument of continuance provide in effect that:
Les lois de l'autorité législative à laquelle la société va demander un acte de maintien prévoient effectivement ce qui suit :

- a) the property of the corporation continues to be the property of the body corporate;
la personne morale devient propriétaire des biens de la société;
- b) the body corporate continues to be liable for the obligations of the corporation;
la personne morale est responsable des obligations de la société;
- c) an existing cause of action, claim or liability to prosecution is unaffected,
il n'est pas porté atteinte aux causes d'action, demandes ou responsabilités possibles existantes;

- d) a civil, criminal or administrative action or proceeding pending by or against the corporation may be continued to be prosecuted by or against the body corporate, and
la personne morale remplace la société dans les poursuites civiles, pénales ou administratives intentées par ou contre celle-ci;
- e) a conviction against the corporation may be enforced against the body corporate or a ruling, order or judgement in favour of or against the corporation may be enforced by or against the body corporate,
toute décision judiciaire ou quasi judiciaire rendue en faveur de la société ou contre elle est exécutoire à l'égard de la personne morale.

6. Select the one button that applies:
Choisir le bouton qui s'applique:

- The corporation is applying to continue under the laws of another Canadian jurisdiction.
La société présente une demande de maintien en vertu des lois d'une autre autorité législative au Canada.
- The corporation is applying to continue under the laws of a jurisdiction outside Canada, and this application is accompanied by a legal opinion to the effect that the laws of the other jurisdiction meet the requirements set out in 181(9) of the Act.
La société présente une demande de maintien en vertu des lois d'une autorité législative à l'extérieur du Canada et la demande est accompagnée d'un avis juridique stipulant que les lois de l'autre autorité législative répondent à toutes les exigences énoncées au paragraphe 181(9) de la Loi.

7. This application has been authorized by a special resolution.
La présente demande a été autorisée par résolution spéciale.

8. This application is accompanied by consent from the Minister of Finance.
La présente demande est accompagnée du consentement émanant du ministre des Finances.

9. Select the one button that applies:
Choisir le bouton qui s'applique:

- The corporation is offering securities to the public within the meaning of subsection 1(6) of the *Business Corporations Act* and consent from the Ontario Securities Commission accompanies this application.
La société offre des valeurs mobilières au public au sens du paragraphe 1(6) de la *Loi sur les sociétés par actions* et la demande est accompagnée du consentement écrit de la Commission des valeurs mobilières de l'Ontario.
- The corporation is not offering securities to the public within the meaning of subsection 1(6) of the *Business Corporations Act*.
La société n'offre pas de valeurs mobilières au public au sens du paragraphe 1(6) de la *Loi sur les sociétés par actions*.

The authorization of the Director for an application for continuance, if provided, expires six months after the date of endorsement of the authorization unless, within the six-month period, the corporation is continued under the laws of the other jurisdiction.

L'autorisation de la demande de maintien à l'extérieur de l'Ontario accordée par le directeur, le cas échéant, devient caduque six mois après la date de l'apposition de l'autorisation sur la demande, sauf si, au cours de cette période, la société est maintenue en vertu des lois de l'autre compétence législative.

The corporation shall file with the Director a copy of the instrument of continuance issued to it by the other jurisdiction within sixty days after the date of issuance.

Dans les soixante jours de la date d'émission, la société doit déposer auprès du directeur un exemplaire de l'acte de maintien émis par l'autre compétence législative.

This application is signed in duplicate
La présente demande est signée en double exemplaire.

WIND MOBILE DISTRIBUTION CORP.

Name of Corporation / Dénomination sociale de la société

By/Par :


Signature / Signature

VP & Assistant General Counsel

Description of Office / Fonction

WIND MOBILE DISTRIBUTION CORP.

BY-LAW NUMBER ONE

This by-law relates generally to the conduct of the affairs of WIND Mobile Corp. (the "Corporation"), a corporation subject to the *Business Corporations Act* (Alberta) (the "Act").

I. DIRECTORS

1. **Quorum.** A majority of the number of directors shall constitute quorum for the transaction of business at any meeting of directors.
2. **Meetings.** Any of the chair, the president, the chief executive officer and the directors of the Corporation may call a meeting of directors. Notice of a meeting of directors shall be sent to each director not less than 48 hours before the time of the meeting; provided that (i) meetings of the directors may be held at any time without notice if all the directors are present or if each absent director waives notice and (ii) no notice is required for the first meeting of directors following election.
3. **Voting.** Questions arising at any meeting of directors shall be decided by a majority of votes. The chair of the meeting shall not have a second or casting vote in addition to its original vote.

II. OFFICERS

4. **Appointment of officers.** The directors shall from time to time designate such offices and appoint such officers of the Corporation as they consider advisable.
5. **Duties of officers.** The officers of the Corporation shall perform such duties specified from time to time by the directors or pursuant to a delegation of authority from the directors.
6. **Removal of officers.** Officers are subject to removal by the directors at any time, with or without cause.

III. SHAREHOLDERS

7. **Place of meetings.** Meetings of shareholders of the Corporation may be held from time to time at places in Alberta as the directors may determine, at such other places as the shareholders may agree or at such other places outside Alberta specified in the articles of the Corporation.
 8. **Notice of meetings.** Notice of a meeting of shareholders shall be sent to each person entitled to attend the meeting not less than forty-eight hours before the time of the meeting nor more than 50 days before the date fixed for the meeting.
 9. **Meetings by electronic means.** Any person entitled to attend a meeting of shareholders may participate in the meeting, in accordance with the regulations of the Act, if any, by any communication facility that permits all participants to communicate adequately with each other during the meeting if the Corporation makes available such a communication facility. If the directors or shareholders of the Corporation call a meeting of shareholders, those directors or shareholders, as the case may be, may determine the communication facility for the meeting. A person participating in a meeting by such means is deemed for the purposes of the Act to be present at the meeting.
 10. **Voting.** Every question submitted to any meeting of shareholders shall be decided in the first instance by a show of hands. Any vote at a shareholders' meeting may be held entirely by means of a telephonic,
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electronic or other communication facility if the Corporation makes available such a communication facility. The chair of the meeting shall not have a second or casting vote in addition to the original vote cast by the chair as shareholder or proxy nominee.

11. **Quorum.** Quorum for a meeting of shareholders shall be one or more persons present and holding or representing by proxy not fewer than 25% of the total number of issued shares of the Corporation enjoying voting rights at such meeting.

IV. GENERAL

12. **Execution of contracts, etc.** Contracts, documents or other instruments (collectively, "Instruments") may be executed by any two directors or officers on behalf of the Corporation. The directors may from time to time by resolution appoint any one or more officers, directors or other persons to sign one or more Instruments on behalf of the Corporation. Instruments so executed shall be binding upon the Corporation without any further authorization or formality.

13. **Banking arrangements.** The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other lending institution and under such agreements, instructions and delegations of powers as the directors, or any two of the chair, chief executive officer, president and chief financial officer (or persons in equivalent offices) of the Corporation may from time to time approve.

14. **Indemnification.** Except in respect of an action by or on behalf of the Corporation or the body corporate hereafter mentioned to procure a judgment in its favour, the Corporation shall indemnify each director and officer of the Corporation, former director and officer of the Corporation and a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and each such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if: (a) such person acted honestly and in good faith with a view to the best interests of the Corporation; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person had reasonable grounds for believing that his or her conduct was lawful.

15. **Indemnification in derivative actions.** The Corporation shall from time to time, subject to the approval of the court (as defined in the Act), indemnify a person referred to in Section 14 in respect of an action by or on behalf of the Corporation or a body corporate to procure a judgment in its favour, to which he is made a party by reason of being or having been a director or an officer of the Corporation or the body corporate, against all costs, charges and expenses reasonably incurred by him in connection with such action if he fulfils the conditions set out in paragraphs (a) and (b) of Section 14.

16. **Financial year.** The financial year of the Corporation shall terminate on such day in each year as the directors of the Corporation from time to time by resolution determine.

Dated effective April 5, 2016.

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 Agents

-and-

THE BANK OF NOVA SCOTIA
as Documentation Agent

-and-

**THE FINANCIAL INSTITUTIONS NAMED
ON THE SIGNATURE PAGES HERETO**
as Lenders

-and-

ROYAL BANK OF CANADA
as Administrative Agent

SEVENTH AMENDING AGREEMENT to the Amended and Restated Credit Agreement dated as of June 16, 2015, as amended by 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 and a Sixth Amending Agreement dated as of January 13, 2023

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SEVENTH AMENDING AGREEMENT to the Amended and Restated Credit Agreement dated as of June 16, 2015, as amended by 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 and a Sixth Amending Agreement dated as of January 13, 2023, entered into in the City of Montreal, Province of Quebec, as of April 3, 2023,

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 LENDERS, AS DEFINED IN THE CREDIT AGREEMENT** (the “**Lenders**”)

AND: **ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT FOR THE LENDERS**, a Canadian bank, having a place of business at 200 Bay Street, 12th floor, South Tower, Royal Bank Plaza, in the City of Toronto, Province of Ontario (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 and a Sixth Amending Agreement dated as of January 13, 2023 (the “**Original Credit Agreement**”, and as amended pursuant to this Agreement, the “**Credit Agreement**”);

WHEREAS the Borrower has requested certain amendments to the Original Credit Agreement in order to, inter alia, (i) add a term facility in an aggregate principal amount of \$2,100,000,000 and (ii) amend certain other terms and conditions of the Original Credit Agreement to reflect the addition of such term facility as contemplated herein; and

WHEREAS the Lenders have unanimously agreed with the Borrower to the amendments contemplated herein, and as such, the Lenders have complied with the provisions of Section 18.14 and 18.15 of the Original Credit Agreement, as evidenced by the signature of each party hereto on this Agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. INTERPRETATION

All of the words and expressions which are capitalized herein, including in the preamble hereto, shall have the meanings ascribed to them in the Original Credit Agreement (as amended hereby) unless otherwise indicated herein. In addition, the following words and expressions, whenever used in this Agreement or in any deed, document or agreement supplemental or ancillary hereto, unless there be something in the subject or the context inconsistent therewith, shall have the following meanings:

“**Acquisition Agreement Representations**” means the representations and warranties made in respect of the Freedom Entities in the Freedom SPA as are material to the interests of the Lenders (in their capacities as such), but only to the extent that the Borrower (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its respective obligations to consummate the Freedom Transaction (or otherwise do not have an obligation to close the Freedom Transaction) under the Freedom SPA as a result of a failure of such representation or warranty in the Freedom SPA to be true and correct;

“**Commitment Letter**” means the commitment letter dated as of August 12, 2022 entered into among the Co-Lead Arrangers, the Term Facility Lenders and the Borrower, as amended by an amendment letter dated as of December 19, 2022;

“**Freedom Entities**” refers collectively to Freedom Mobile Inc. and its wholly-owned subsidiary, Freedom Mobile Distribution Inc.;

“**Freedom SPA**” means the share purchase agreement dated as of August 12, 2022 entered into among the Borrower, Quebecor Inc., Rogers Communications Inc., Shaw Communications Inc., Shaw Telecom Inc. and Freedom Mobile Inc., as amended to the date hereof;

“**Freedom Term Facility Advance Limit**” means \$2,100,000,000;

“**Freedom Term Facility Advance Outside Date**” means April 7, 2023, which date shall be automatically extended to any new date up to December 31, 2023 (or such other date as may be agreed between the Borrower and the Lenders) to match any extension of the Freedom Transaction Outside Date;

“**Freedom Transaction**” means the acquisition by the Borrower of the Freedom mobile wireless and internet business operated by the Freedom Entities pursuant to the Freedom SPA;

“**Freedom Transaction Outside Date**” means the outside date for the Freedom Transaction provided for under the Freedom SPA, which date is currently set to April 7, 2023, as such date may be extended in accordance with the provisions of the Freedom SPA;

“**SPA Material Adverse Effect**” has the meaning ascribed to “Material Adverse Effect” as defined in the Freedom SPA;

“**Specified Representations**” means the representations and warranties set forth in (i) Sections 11.1, 11.2, 11.3 (but only as relates to the absence of conflict with, violation or breach under the documents of incorporation or organization or by-laws of the Borrower and the Guarantors) and 11.20 of the Credit Agreement (and the representations in Sections 11.1, 11.2 and 11.3 above made solely with respect to the Borrower and the Guarantors), and (ii) Section 1.5 of Article III of this Agreement.

II. AMENDMENTS

1. **General Rule.** Subject to the terms and conditions herein contained, the Original Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Agreement and to incorporate the provisions of this agreement into the Original Credit Agreement.

2. **Amendment of the Original Credit Agreement.** Effective as of the Amendment Effective Date (as defined below), the Original Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold underlined text (indicated textually in the same manner as the following example: **underlined text**) as set forth in the marked version of the amended Credit Agreement attached hereto as Exhibit A.

3. **Extent of Amendments.** The amendments set forth herein are limited precisely as written and shall not be deemed to (i) be a consent to any amendment, waiver or modification of any of the other terms or conditions of the Original Credit Agreement or the other Loan Documents, or (ii) prejudice any rights that the Agent and the Lenders may now or in the future have under or in connection with the Credit Agreement (as same may be further amended, supplemented, restated or otherwise modified from time to time).

III. REPRESENTATIONS AND WARRANTIES

1. The Borrower and Guarantors hereby represent and warrant to the Lenders and the Agent as follows:

- 1.1 the execution, delivery and performance by the Borrower and the Guarantors of this Agreement have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, or notice to or action by, any Person (including any Governmental Authority) in order to be effective and enforceable;
 - 1.2 this Agreement constitutes a legal, valid and binding obligation of the Borrower and each Guarantor, enforceable against each such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity;
 - 1.3 the representations and warranties of the Borrower and each Guarantor set forth in the Credit Agreement are true and correct in all respects on and as of the Amendment Effective Date (as defined below), except that where such
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representations and warranties are qualified by reference to a date, they shall be true and correct as at such date;

- 1.4 no Default or Event of Default has occurred and is continuing or would arise immediately upon this Agreement becoming effective; and
- 1.5 on a consolidated basis and after giving effect to the Freedom Term Facility Advance and, as of and from the Amendment Effective Date, the consummation of the Freedom Transaction,
 - (a) the assets of the VL Group shall exceed their liabilities, including contingent liabilities at a fair valuation;
 - (b) the capital of the VL Group shall be sufficient to conduct their business; and
 - (c) the VL Group shall not have intended to incur debts, nor shall they have believed that they would incur debts, beyond their ability to pay such debts as they mature.

2. Notwithstanding Section 1 of this Article III, and in accordance with Article IV below, the only representations and warranties the accuracy of which shall be a condition to the availability and funding of the Freedom Term Facility Advance shall be the Acquisition Agreement Representations and the Specified Representations.

IV. CONDITIONS PRECEDENT

1. The amendments to the Original Credit Agreement contemplated in Article II of this Agreement shall not come into force, and the Term Facility Lenders shall have no obligation to make and disburse the Freedom Term Facility Advance, in each case, until each of the following conditions (collectively, the “**Conditions Precedent to Amendment**”) shall have been met to the satisfaction of the Lenders or, as the case may be, waived by the Lenders prior to the Freedom Term Facility Advance Outside Date (the date on which 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 “**Amendment Effective Date**”):

- 1.1 certified copies of all of the constating documents, borrowing by-laws and resolutions of the Borrower and of each Guarantor shall have been provided to the Agent;
 - 1.2 this Agreement shall have been executed and delivered by all of the parties hereto;
 - 1.3 the following Security (and the documents ancillary thereto) shall have been executed, delivered to the Agent and published at the Quebec Register of Personal and Movable Real Rights:
 - (a) the Borrower and each Guarantor shall have granted new hypothecs in favour of the Agent and the Lenders on the universality of their respective assets for a principal amount of \$7,000,000,000 (plus an additional amount
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equal to 20% thereof) as security for the Secured Obligations (the “**Hypothecs**”), which hypothecs shall be in form and substance acceptable to the Agent, acting reasonably, and shall have been registered wheresoever required under Applicable Law;

- 1.4 the Borrower shall have delivered to the Agent the favourable legal opinion(s) of the counsel to the Borrower and each Guarantor, 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 the Original Credit Agreement, as amended by this Agreement, the continuing validity of all relevant Existing Security (as defined hereinafter) and the enforceability and opposability of the Security described in Section 1.3;
 - 1.5 the Borrower shall have delivered to the Agent customary movable/personal lien searches in respect of the Borrower, each Guarantor and each of the Freedom Entities, and the results of such searches shall reveal no Charges other than Permitted Charges, subject to Section 1.10 below;
 - 1.6 the Agent shall have received true copies of all amendments (if any) to the Freedom SPA since August 12, 2022;
 - 1.7 the Agent shall have received satisfactory evidence that concurrently with the disbursement of the Freedom Term Facility Advance, the Freedom Transaction shall be consummated in all material respects in accordance with the terms of the Freedom SPA and no modification, amendment, consent or waiver thereto that are materially adverse to the interests of the Lenders shall have been made or given unless such modification, amendment, consent or waiver has been consented to by the Lenders and the Agent (such consent not to be unreasonably withheld, delayed or conditioned), it being agreed and understood that (i) any reduction in the Base Purchase Price (as defined in the Freedom SPA) set forth in the Freedom SPA by 15% or more shall be deemed to be materially adverse to the interests of the Lenders, (ii) any reduction in the Base Purchase Price set forth in the Freedom SPA by less than 15% shall not be materially adverse to the interests of the Lenders so long as any reduction shall be allocated to reduce the Term Facility, and (iii) any increase in the purchase price shall not be materially adverse to the Lenders so long as such increase is funded by (y) the proceeds of equity contributions or (z) advances under the Revolving Facility, subject to such portion of the increase funded with proceeds of advances under the Revolving Facility not exceeding 15% of the Freedom Term Facility Advance Limit, and (iv) the granting of any consent under the Freedom SPA that is not materially adverse to the interests of the Lenders shall not otherwise constitute an amendment or waiver;
 - 1.8 the Agent shall have received satisfactory evidence that the Acquisition Agreement Representations and the Specified Representations shall be true and correct in all material respects on and as of the Amendment Effective Date (except in the case of any such representation and warranty which expressly relates to a given date or period, in which case such representation and warranty shall be true and correct in
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all material respects as of the respective date or for the respective period, as the case may be) as certified by the Borrower; provided that to the extent any of the Acquisition Agreement Representations or the Specified Representations are qualified or subject to “material adverse effect” or “material adverse change” or similar qualifications, the definition thereof shall be the definition of SPA Material Adverse Effect for purposes of the making of such Acquisition Agreement Representations or Specified Representations on, or as of, the Amendment Effective Date;

- 1.9 the Agent shall have received satisfactory evidence that since the date of the Freedom SPA, no SPA Material Adverse Effect has occurred prior to the Amendment Effective Date;
 - 1.10 the Agent shall have received satisfactory evidence that substantially concurrently with the disbursement of the Freedom Term Facility Advance, all material debt facilities of the Freedom Entities shall have been repaid in full and cancelled, together with the release and authority to discharge of all Liens upon the assets of the Freedom Entities, in each case, to the extent any such debt facilities or Liens are not otherwise permitted to be created, incurred, assumed or suffered to exist by the terms of the Credit Agreement, all of which may be evidenced on or prior to the Amendment Effective Date by the delivery of a payoff or similar letter;
 - 1.11 the Lenders shall have received pro-forma financial calculations (based on the then most recently completed fiscal quarter for which financial statements have been prepared and delivered to the Agent) demonstrating, on a pro-forma basis (after giving effect to the Freedom Transaction), the calculation of the financial covenants set forth in Section 12.11 of the Credit Agreement;
 - 1.12 the Borrower shall have paid to each of the Term Facility Lenders the upfront fees and the ticking fees (if any) in the amount and in the manner as set forth in the Commitment Letter;
 - 1.13 the Borrower shall have paid to each Co-Lead Arranger the fees in the amount and in the manner as set forth in the arrangement fee letter dated as of August 12, 2022 entered into among the Co-Lead Arrangers and the Borrower;
 - 1.14 the Borrower shall have paid to Agent the fees in the amount and in the manner as set forth in the agency fee letter dated as of the date of this Agreement entered into among the Agent and the Borrower;
 - 1.15 the Borrower shall pay all fees and costs related to this Agreement, including all legal fees associated with this Agreement incurred by the Agent as contemplated and restricted by the provisions of Section 12.14 of the Credit Agreement, but only to the extent such fees and costs are required to be paid on or prior to the date of disbursement of the Freedom Term Facility Advance;
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- 1.16 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 1.7, 1.8, 1.9 and 1.10 above;
 - 1.17 the Borrower shall have delivered to the Lenders at least 3 Business Days prior to the Amendment Effective Date 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, but only to the extent such documentation and information was requested to the Borrower by the Lenders (or the applicable one thereof) at least 10 Business Days prior to the Amendment Effective Date; and
 - 1.18 the Agent shall have received a Notice of Borrowing and direction of payment in respect of the disbursement of the Freedom Term Facility Advance prior to the Amendment Effective Date within the applicable delay provided for under the Credit Agreement.
2. For the avoidance of doubt, upon the Conditions Precedent to Amendment (and not, for certainty, any other conditions) being met to the satisfaction of the Lenders or, as the case may be, waived by the Lenders, the Lenders shall be required to make and disburse the Freedom Term Facility Advance under the Term Facility (up to an amount not to exceed the Freedom Term Facility Advance Limit) in accordance with the Notice of Borrowing and direction of payment delivered to the Agent pursuant to Section 1.18 above.

V. MISCELLANEOUS

1. On the Amendment Effective Date, the Original Credit Agreement shall be modified by the amendments set forth in Article II of this Agreement. The parties hereto agree that the changes to the Original Credit Agreement set out herein and the execution hereof shall not constitute novation and all the Security granted prior to the Amendment Effective Date (the “Existing Security”) shall continue to apply to the Original Credit Agreement, as amended hereby, and all other obligations secured thereby.
 2. Each of the Borrower and Guarantors acknowledges, agrees and confirms that:
 - 2.1 it has taken cognizance of the provisions of this Agreement and is satisfied therewith;
 - 2.2 the Existing Security to which it is a party shall, except as expressly amended hereby, be unaffected by, and shall continue in full force and effect binding upon it in accordance with its terms, notwithstanding the modifications to the Original Credit Agreement contemplated by this Agreement. Without limiting the generality of the foregoing, each of the Borrower and Guarantors hereby further ratifies and confirms its obligations under the Existing Security to which it is a party;
 - 2.3 the Existing Security to which it is a party shall continue to guarantee or secure, as applicable, the Secured Obligations (as amended by this Agreement),
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notwithstanding the amendment of the Original Credit Agreement contemplated by this Agreement; and

- 2.4 the amendment of the Original Credit Agreement pursuant to this Agreement shall not in any manner whatsoever reduce, impair or otherwise prejudice or change, modify, alter, amend, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive the rights of the Agent and the Lenders (or any one of them) arising under, by reason of or otherwise in respect of the Charges and other obligations constituted by the Existing Security to which it is a party.
3. Without limiting the generality of the foregoing and to the extent necessary, (i) the Lenders and the Agent reserve all of their rights under each of the Security Documents, and (ii) each of the Borrower and the Guarantors obligates itself again in respect of all present and future obligations under, *inter alia*, the Credit Agreement.
4. The parties acknowledge and agree that the Borrower is hereby cancelling a \$300,000,000 portion of the \$2,400,000,000 commitments from the Term Facility Lenders under the Commitment Letter, such that the Term Facility that will be made available to the Borrower under the Credit Agreement on the Amendment Effective Date shall be in a principal amount of \$2,100,000,000, and available in three equal tranches of \$700,000,000. The parties also acknowledge and agree that the Borrower is hereby cancelling the availability of the GCP Disbursements (as defined in the Commitment Letter), such that the entire amount of the Term Facility (i.e. \$2,100,000,000) will be used to finance a portion of the cash consideration of the Freedom Transaction (the remainder portion thereof being financed by an Advance under the Revolving Facility). As such, (i) the upfront fee payable to the Term Facility Lenders in accordance with Section 1.12 of Article IV and the Commitment Letter shall be payable on the uncanceled portion of each Term Facility Tranche, namely \$700,000,000 for each Term Facility Tranche, and (ii) the ticking fee payable to the Term Facility Lenders in accordance with Section 1.12 of Article IV and the Commitment Letter shall be payable on the aggregate commitments of the Term Facility Lenders under the Commitment Letter, namely \$2,400,000,000.
5. All of the provisions of the Original Credit Agreement that are not amended hereby shall remain in full force and effect.
6. 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.
7. 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
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Uniform Electronic Commerce Act of the *Uniform Law Conference of Canada* or its *Uniform Electronic Evidence Act*, as the case may be.

8. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Quebec.

9. The parties acknowledge that they have required that this 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.*

[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

as Borrower

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

ROYAL BANK OF CANADA
as Agent

Per: /s/ Helena Sadowski
Helena Sadowski
Manager, Agency

Per: _____

ROYAL BANK OF CANADA
as Lender

Per: /s/ Pierre Bouffard
Pierre Bouffard
Authorized Signatory

Per: _____

NATIONAL BANK OF CANADA

as Lender

Per: /s/ Luc Bernier
Luc Bernier, Managing Director

Per: /s/ Bruno Lévesque
Bruno Lévesque, Managing Director

BANK OF AMERICA, N.A., Canada Branch
as Lender

Per: /s/ Adrian Plummer
Adrian Plummer
Director

Per: _____

THE BANK OF NOVA SCOTIA
as Lender

Per: /s/ Philippe Boivin
Philippe Boivin
Managing Director

Per: /s/ Dominique Djetou
Dominique Djetou
Associate Director

THE TORONTO-DOMINION BANK

as Lender

Per: /s/ Mel Saklatvala
Mel Saklatvala, Managing Director

Per: /s/ Serge Cloutier
Serge Cloutier, Director

BANK OF MONTREAL

as Lender

Per: /s/ Alexandre Lombardi
Alexandre Lombardi, Director

Per: _____

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC
as Lender

Per: /s/ Guillaume Payette
Guillaume Payette Vice-President - Corporate Banking

Per: /s/ Robert Guy
Robert Guy Managing Director - Corporate Banking

CANADIAN IMPERIAL BANK OF COMMERCE

as Lender

Per: /s/ Charles St-Germain
Charles St-Germain, Managing Director

Per: /s/ Anissa Rabia-Zeribi
Anissa Rabia-Zeribi, Managing Director

JPMORGAN CHASE BANK, N.A.
as Lender

Per: /s/ Syed Ali Hasan
Syed Ali Hasan
Vice President
Per: _____

LAURENTIAN BANK OF CANADA
as Lender

Per: /s/ Aziz Yuldashev
Aziz Yuldashev
Portfolio Manager, Loan Syndication

Per: /s/ Olivier Ferland
Olivier Ferland-Charest
Director, Loan Syndication

MUFG BANK, LTD., CANADA BRANCH
as Lender

Per: /s/ Jack Shuai

Name: Jack Shuai

Title: Director

Per: _____

CITIBANK, N.A., Canadian Branch
as Lender

Per: /s/ Siddharth Sagar

Per: _____

Name: Siddharth Sagar
Title: Authorized Signatory

MOBILE & INTERNET FIZZ INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

VIDÉOTRON INFRASTRUCTURES INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

9293-6707 QUÉBEC INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

Each of the undersigned (i) acknowledges having taken cognizance of the provisions of the foregoing Seventh Amending Agreement (ii) confirms that the Guarantee granted by it in favour of the Agent and the Lenders as guarantee for the Secured Obligations shall continue in full force and effect binding upon it in accordance with its terms, notwithstanding the modifications to the Original Credit Agreement contemplated by this Agreement, (iii) ratifies and confirms its obligations under such Guarantee and (iv) confirms that such Guarantee shall continue to guarantee the Secured Obligations (as amended by this Agreement), notwithstanding the amendment of the Original Credit Agreement contemplated by this Agreement.

9176-6857 QUÉBEC INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

VMEDIA INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

2251723 ONTARIO INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

RIVERTV INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and
Treasurer

EXHIBIT “A”

AMENDED CREDIT AGREEMENT

VIDÉOTRON LTÉE, as Borrower

-and-

~~RBC DOMINION SECURITIES INC.~~ 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

~~THE BANK OF NOVA SCOTIA~~

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

-and-

HSBC BANK PLC, as Finnvera Facility Agent

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, and as Amended and Restated by a Third Amending Agreement dated as of June 16, 2015, as thereafter amended by 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 ~~and~~, a sixth amending agreement dated as of January 13, 2023 and a seventh amending agreement dated as of April 3, 2023

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AMENDED AND RESTATED CREDIT AGREEMENT originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, entered into in the City of Montreal, Province of Quebec, as amended by a First Amending Agreement dated as of June 14, 2013, a Second Amending Agreement dated as of January 28, 2015, and as amended and restated by a Third Amending Agreement dated as of June 16, 2015, as thereafter amended by 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 ~~and~~, a fifth amending agreement dated as of July 15, 2022, a sixth amending agreement dated as of January 13, 2023 and a seventh amending agreement dated as of April 3, 2023.

- 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**”)
- AND:** **HSBC BANK PLC, AS FINNVERA FACILITY AGENT**, a bank governed by the laws of England and Wales, having a place of business at 8 Canada Square, Canary Wharf, London, UK, E14 5HQ (hereinafter called the “**Finnvera Facility Agent**”)

WHEREAS the Borrower wishes to borrow certain amounts from the Lenders and the Lenders have agreed to lend such amounts to the Borrower, subject to and in accordance with the provisions hereof;

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 “**Acquisition Agreement Representations**” has the meaning ascribed to it in the Seventh Amending Agreement.

1.1.3 ~~1.1.2~~ “**Additional Offering**” means an Offering of unsecured Debt incurred or issued by the Borrower having, at the time of incurrence of any such Debt, a maturity date (meaning the ultimate maturity date on which repayment can be required by the lender, not the date of any initial maturity leading to an automatic conversion or replacement into different Debt, or Equity Interests) expiring after the expiry of the Term of the Revolving Facility and the Term Facility, the terms and conditions of which Offering (including any automatic conversion or replacement as aforesaid and excluding, for greater certainty, (a) pricing, and (b) the right to require a replacement via an unsecured term loan or an offering of unsecured high yield Debt in an amount equal to the Additional Offering being replaced (“**AO Replacement Debt**”)) are no more favourable to the Persons providing such Debt, in all material respects, than the provisions hereof applicable to the Revolving Facility and the Term Facility; for greater certainty, for the purposes of paragraph (f) of Section 13.7, any such AO Replacement Debt will not be considered a new incurrence of Debt.

1.1.4 ~~1.1.3~~ “**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.

1.1.5 ~~1.1.4~~ “**Administrative Questionnaire**” means an administrative questionnaire in the form provided by the Agent from time to time.

1.1.6 ~~1.1.5~~ “**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, Swing Line Advances, US Base Rate Advances and Term SOFR Advances, and indirect Advances by way of BA Advances and the issuance of Letters of Credit, ~~and~~ (b) the Term Facility, direct Advances by way of Prime

Rate Advances, US Base Rate Advances and Term SOFR Advances, and indirect Advances by way of BA Advances, and (c) the Finnvera Term Facility, the “Tranche A CDOR Advances” as defined in Schedule “P”.

1.1.7 ~~1.1.6~~ “**Affected Lender**” has the meaning ascribed to it in Section 18.15.

1.1.8 ~~1.1.7~~ “**Affiliate**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.9 ~~1.1.8~~ “**Agency Branch**” means the branch of the Agent located at Royal Bank Plaza, South Tower, 12th Floor, in the City of Toronto, Province of Ontario, M5J 2W7, or such other address in Canada of which the Agent may notify the Borrower from time to time.

1.1.10 ~~1.1.9~~ “**Agent**” or “*mandataire administratif*” means Royal Bank of Canada in its capacity as agent for all of the Lenders under the Revolving Facility and the Term Facility, and as collateral agent for all of the Lenders, and “**Agents**” means the Agent together with the Finnvera Facility Agent.

1.1.11 ~~1.1.10~~ “**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.

1.1.12 ~~1.1.11~~ “**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.

1.1.13 ~~1.1.12~~ “**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.

1.1.14 ~~1.1.13~~ “**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.

1.1.15 ~~1.1.14~~ “**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.

1.1.16 ~~1.1.15~~ “**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.

1.1.17 ~~1.1.16~~ “**Assignment and Assumption Agreement**” means an agreement substantially in the form annexed hereto as Schedule “C”.

1.1.18 ~~1.1.17~~ “**Associate**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.19 ~~1.1.18~~ “**BA Advance**” means at any time the part of the Advances under the Revolving Facility or the Term Facility which the Borrower has chosen to borrow by Bankers’ Acceptances, calculated based on the face amount of such Bankers’ Acceptances.

1.1.20 ~~1.1.19~~ “**BA Proceeds**” means, (a) for any Bankers’ Acceptance issued hereunder, an amount calculated on the applicable Acceptance Date (as defined in subsection 6.1.1) by multiplying: i) the face amount of the Bankers’ Acceptance by ii) the following fraction:

1

$(1 + (\text{Bankers' Acceptance Discount Rate} \times \text{Designated Period (in days)} \div 365))$,

with such fraction being rounded up or down to the fifth decimal place and .00005 being rounded up; and (b) with respect to Assignees that are not banks or that do not accept Bankers’ Acceptances, the face amount of Discount Notes issued to them, less a discount established in the same manner as provided in (a) above (with references to “Bankers’ Acceptances” being replaced by references to “Discount Notes”).

1.1.21 ~~1.1.20~~ “**BA Schedule I Reference Lender**” means Royal Bank of Canada or such other Lender which is a Schedule I bank under the *Bank Act* (Canada) appointed by the Agent with the consent of the Borrower in replacement of ~~the~~ said Lender.

1.1.22 ~~1.1.21~~ “**BA Schedule II Reference Lenders**” means Bank of America, N.A. Canada Branch and Caisse centrale Desjardins, or such other Lenders which

are Schedule II or Schedule III banks under the *Bank Act* (Canada) appointed by the Agent with the consent of the Borrower in replacement of such Lenders.

1.1.23 ~~1.1.22~~ **“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 “N”.

1.1.24 ~~1.1.23~~ **“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;
 - (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.

1.1.25 ~~1.1.24~~ **“Back-to-Back Securities”** means the Back-to-Back Preferred Shares or the Back-to-Back Debt or both, as the context requires.

1.1.26 ~~1.1.25~~ “**Back-to-Back Transactions**” means any of the transactions described under the definition of Back-to-Back Preferred Shares.

1.1.27 ~~1.1.26~~ “**Bankers’ Acceptance**” means a non-interest bearing draft or bill of exchange in Canadian Dollars drawn and endorsed by the Borrower and accepted by a Lender in accordance with the provisions of Article 6, and includes a Discount Note where the context permits. In cases where the Lenders elect to use a clearing house as contemplated by the *Depository Bills and Notes Act* (S.C. 1998 c. 13) (the “**Act**”), “**Bankers’ Acceptance**” shall mean a depository bill (as defined in the Act) in Canadian Dollars signed by the Borrower and accepted by a Lender. Drafts or bills of exchange that become depository bills may nevertheless be referred to herein as “drafts”.

1.1.28 ~~1.1.27~~ “**Bankers’ Acceptance Discount Rate**” means (a) in respect of Bankers’ Acceptances to be purchased by the Lenders which are Schedule I banks under the *Bank Act* (Canada), the average rate for Canadian Dollar bankers’ acceptances having Designated Periods of 1, 2 or 3 months quoted on Refinitiv Benchmark Services (UK) Limited Canadian Dollar Offered Rate (CDOR) page (or such other page as is a replacement page for such Bankers’ Acceptances) (the “**CDOR Page**”) at 10:00 a.m. (Toronto time) (the “**CDOR Rate**”), having an identical Designated Period to that of the Bankers’ Acceptance to be issued on such day, and (b) in respect of Bankers’ Acceptances to be purchased by the Lenders which are Schedule II or Schedule III banks under the *Bank Act* (Canada) and in respect of Discount Notes, the lesser of (i) the arithmetic average (rounded upward to the nearest one hundredth of one percent (.01%)) of the discount rates for Canadian Dollar bankers’ acceptances quoted by the BA Schedule II Reference Lenders, and (ii) the rate specified in (a) above plus 10 basis points (.10%) (in each of cases (a) and (b), the “**Discount Rates**”). In all cases, the Discount Rates shall be quoted at approximately 10:00 a.m. (Montreal time) on the Acceptance Date calculated on the basis of a year of 365 days.

In the absence of any such quote, the Bankers’ Acceptance Discount Rate which would have been determined in accordance with paragraph (a) or paragraph (b) above, respectively, shall be equal to the rate determined from time to time by the Agent as the discount rates for bankers’ acceptances of:

- (A) in the case of paragraph (a), the BA Schedule I Reference Lender; and
- (B) in the case of paragraph (b), the BA Schedule I Reference Lender plus 10 basis points (.10%);

established in accordance with its normal practices in amounts equal to the Selected Amount, having an identical Designated Period to that of the proposed Bankers’ Acceptances to be issued on such day. For greater certainty, if the CDOR Rate as determined above shall ever be less than the Floor, then the CDOR Rate shall be deemed to be the Floor;

1.1.29 ~~1.1.28~~ “**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).

1.1.30 ~~1.1.29~~ “**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.

1.1.31 ~~1.1.30~~ “**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.

1.1.32 ~~1.1.31~~ “**Canadian Dollars**”, “Cdn. \$” or “\$” means the lawful currency of Canada.

1.1.33 ~~1.1.32~~ “**Capital Expenditures**” means the aggregate amount actually paid in cash in any period by the Relevant Group for or in connection with the acquisition or maintenance of assets required to be capitalized, including expenditures of the type described in the last sentence of Section 13.8, determined in accordance with GAAP, other than, for greater certainty, expenditures for Acquisitions permitted by Section 13.6.

1.1.34 ~~1.1.33~~ “**Capital Lease**” means any lease which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP.

1.1.35 ~~1.1.34~~ “**Cash Equivalents**” means, as of the date of any determination thereof, instruments of the following types:

1.1.35.1 ~~1.1.34.1~~ 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;

1.1.35.2 ~~1.1.34.2~~ 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**”);

1.1.35.3 ~~1.1.34.3~~ commercial paper, bonds, notes, debentures and bankers’ acceptances issued by a Person residing in Canada or the USA and not referred to in subsections ~~1.1.34.1, 1.1.34.2 or 1.1.34.4~~ 1.1.35.1, 1.1.35.2 or 1.1.35.4, 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;

1.1.35.4 ~~1.1.34.4~~ (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, 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).

1.1.36 ~~1.1.35~~ “**CDOR Page**” has the meaning ascribed to it in subsection ~~1.1.27~~ 1.1.28.

1.1.37 ~~1.1.36~~ “**CDOR Rate**” has the meaning ascribed to it in subsection ~~1.1.27~~ 1.1.28.

1.1.38 ~~1.1.37~~ “**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 ~~1.1.38~~ “**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 ~~1.1.39~~ “**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, Synthetic 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 ~~1.1.40~~ “**Closing Date**” means July 20, 2011.

1.1.42 ~~1.1.41~~ “**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 ~~1.1.42~~ “**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 ~~or~~ 8.2 or 8.3).

1.1.45 ~~1.1.43~~ “**Compliance Certificate**” has the meaning ascribed to it in subsection 12.15.1.

~~1.1.44 “**Conforming Changes (CAD)**” means, with respect to the use, administration of or any conventions associated with any proposed Successor Rate (CAD), any conforming changes to the definitions of “Bankers’ Acceptance Discount Rate”, “CDOR Rate”, “CDOR Page” and “Designated Period”, Section 6.1.1, 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 timing of drawing 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).~~

1.1.46 ~~1.1.45~~ “**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 “Designated Period”, Section 4.11, 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).

1.1.47 ~~1.1.46~~ “**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.

1.1.48 ~~1.1.47~~ “**Core Business**” means the business described in Section 11.4.

1.1.49 ~~1.1.48~~ “**Credit**” means the aggregate amount available to the Borrower under all of the Facilities, or under any particular Facility, depending on the context.

1.1.50 ~~1.1.48A~~ “**Credit Facilities**” means one or more debt facilities (including, without limitation, the Facilities), commercial paper facilities, or other debt arrangements, in each case with banks, other institutional lenders or investors, providing for revolving credit loans, term loans, notes, receivables financing (including, to the extent constituting Indebtedness, through the sales of accounts receivables to such lenders or investors or to an accounts receivable entity) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

1.1.51 ~~1.1.49~~ “**CRTC**” means the Canadian Radio-television and Telecommunications Commission, or a successor regulatory body, commission or agency.

1.1.52 ~~1.1.50~~ “**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).

1.1.53 ~~1.1.51~~ “**Debentures**” means the Debentures issued by the Borrower and the Guarantors in favour of a collateral agent designated by the Agent in accordance with the provisions of subsection 9.1.3.

1.1.54 ~~1.1.52~~ “**Debenture Pledge**” means the pledge of the Debenture in favour of the Agent or any designated collateral agent by the Borrower and the Guarantors.

1.1.55 ~~1.1.53~~ “**Debt**” includes, for any Person or with respect to the Relevant Group,

1.1.55.1 ~~1.1.53.1~~ obligations in respect of borrowed money, whether or not evidenced by notes, bonds, debentures or similar evidences of indebtedness of such Person;

1.1.55.2 ~~1.1.53.2~~ 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;

1.1.55.3 ~~1.1.53.3~~ 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;

1.1.55.4 ~~1.1.53.4~~ 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;

1.1.55.5 ~~1.1.53.5~~ Contingent Obligations;

1.1.55.6 ~~1.1.53.6~~ obligations under Capital Leases and Synthetic Leases; and

1.1.55.7 ~~1.1.53.7~~ obligations under letters of credit, letters of guarantee, bankers’ acceptances or Guarantees;

but shall not include Debt under the Back-to-Back Securities. 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.

1.1.56 ~~1.1.54~~ “**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.

1.1.57 ~~1.1.55~~ “**Defaulting Lender**” means any Lender, as determined by the Agent (with respect to the Revolving Facility, the Term Facility or a New Facility) or the Finnvera Facility Agent (with respect to the Finnvera Term Facility), that:

1.1.57.1 ~~1.1.55.1~~ 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;

1.1.57.2 ~~1.1.55.2~~ has notified the Borrower, the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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;

1.1.57.3 ~~1.1.55.3~~ has failed, within 2 Banking Days after request by the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility Agent), to confirm that it will comply with its funding obligations under this Agreement (including Sections 4.2 and 4.3);

1.1.57.4 ~~1.1.55.4~~ has otherwise failed to pay over to the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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;

1.1.57.5 ~~1.1.55.5~~ 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; or

1.1.57.6 ~~1.1.55.6~~ 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;

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.

1.1.58 ~~1.1.56~~ “**Derivative Instrument**” *or “contrat de produit dérivé”, as applicable*, 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).

1.1.59 ~~1.1.57~~ “**Derivative Obligations**” *or “obligations de produits dérivés”* 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.

1.1.60 ~~1.1.58~~ “**Designated Period**” means, with respect to a Term SOFR Advance or a BA Advance, a period designated by the Borrower in accordance with Sections 4.11, 6.1 and 6.4.

1.1.61 ~~1.1.59~~ “**Disbursement Period**” means, with respect to (a) the Revolving Facility, the period from the Original Closing Date until the expiry of the Term, subject to satisfying the applicable conditions precedent set out in Article 10, ~~and~~ (b) the Term Facility, the Seventh Amendment Closing Date, subject to satisfying the Seventh Amendment Conditions Precedent, and (c) the Finnvera Term Facility, the “Availability Period” as defined in Schedule “P” hereof.

1.1.62 ~~1.1.60~~ “**Discount Note**” means a non-interest bearing promissory note denominated in Canadian Dollars issued by the Borrower to a Revolving Facility Lender, a Term Facility Lender or a sub-participant which is a Non-BA Lender (as defined in subsection 6.1.2(b)), such note to be in the form normally used by such Lender or sub-participant.

1.1.63 ~~1.1.61~~ “**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.

1.1.64 ~~1.1.62~~ “**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.

1.1.65 ~~1.1.63~~ “**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.

1.1.66 ~~1.1.64~~ **“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.

1.1.67 ~~1.1.65~~ **“Equivalent Amount”** has the meaning ascribed to it in Section 15.2.

1.1.68 ~~1.1.66~~ **“Erroneous Payment”** has the meaning ascribed to it in ~~Section~~subsection 18.21.1.

1.1.69 ~~1.1.67~~ **“Erroneous Payment Deficiency Assignment”** has the meaning ascribed to it in ~~Section~~subsection 18.21.4.

1.1.70 ~~1.1.68~~ **“Erroneous Payment Impacted Class”** has the meaning ascribed to it in ~~Section~~subsection 18.21.4.

1.1.71 ~~1.1.69~~ **“Erroneous Payment Return Deficiency”** has the meaning ascribed to it in ~~Section~~subsection 18.21.4.

1.1.72 ~~1.1.70~~ **“Erroneous Payment Subrogation Rights”** has the meaning ascribed to it in ~~Section~~subsection 18.21.4.

1.1.73 ~~1.1.71~~ **“Event of Default”** or *“cas de manquement”* means one or more of the events described in Section 14.1, as well as one or more of the Events of Default as described in Section 9 of Schedule “P”.

1.1.74 ~~1.1.72~~ **“Excess Cash Flow”** means, with respect to the Relevant Group, the EBITDA calculated as at the end of each financial quarter, plus an amount equal

to any spread paid to a member of the Relevant Group resulting from Back-to-Back Securities, to the extent not previously included in EBITDA, and less:

1.1.74.1 ~~+1.72.1~~ the amount of Taxes paid or otherwise due during the period in question;

1.1.74.2 ~~+1.72.2~~ the amount of any Interest Expense paid in cash (and not accrued); however, for the purposes of this definition alone, "Interest Expense" shall include all fees and expenses relating to any Offering and premiums paid to retire Debt, except to the extent that the fees and expenses in question are paid for out of the proceeds of such Offering and not out of the Relevant Group's cash flow;

1.1.74.3 ~~+1.72.3~~ the amount of all voluntary prepayments of Debt, other than (a) payments under the Revolving Facility and under the Term Facility, (b) voluntary prepayments using the proceeds of Asset Dispositions and Offerings, and (c) voluntary prepayments of the QMI Subordinated Debt made in accordance with Section 13.9 hereof;

1.1.74.4 ~~+1.72.4~~ the amount of extraordinary items not included in earnings but which required the payment of cash;

1.1.74.5 ~~+1.72.5~~ the amount of any mandatory principal repayment of Debt that is permitted hereunder; and

1.1.74.6 ~~+1.72.6~~ the amount of Capital Expenditures (adjusted for the inclusion of reconnection costs, video rental inventories, deferred charges in connection with subscriber subsidies, reclassification of telephony modems and the proceeds from disposal of subscriber equipment) made during such period that has not been financed separately out of (i) the proceeds of Debt permitted hereunder; (ii) equity obtained after the date hereof; or (iii) the Net Disposition Proceeds arising out of Asset Dispositions made during the period; provided, however, that no amount will be so deducted if such amount has already been deducted from EBITDA.

1.1.75 ~~+1.73~~ "**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 [Section subsection 7.5.2](#), (iii) an Assignee 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 [Section 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.

[1.1.76](#) ~~1.1.74~~ “**Facility**” means the Revolving Facility, the [Term Facility, the](#) Finnvera Term Facility or a New Facility, and “**Facilities**” means all of them.

[1.1.77](#) ~~1.1.75~~ “**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.

[1.1.78](#) ~~1.1.76~~ “**Fees**” means the Revolving Facility Fees, [the Term Facility Fees](#) and the Finnvera Fees.

[1.1.79](#) ~~1.1.76A~~ “**Fifth Amending Agreement**” means the fifth amending agreement to this Agreement dated on or about July 15, 2022 entered into among the parties hereto.”

[1.1.80](#) ~~1.1.76B~~ “**Fifth Amendment Effective Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Fifth Amending Agreement.

1.1.81 ~~1.1.77~~ “**Finnvera Facility Agent**” has the meaning ascribed to it in Schedule “P”.

1.1.82 ~~1.1.78~~ “**Finnvera Facility Lender**” means a “Tranche A Lender”, as such term is defined in Schedule “P”.

1.1.83 ~~1.1.79~~ “**Finnvera Fees**” means the “Tranche A Fees”, the Commitment Fees and the Finnvera Handling Fee, as such terms are defined in Schedule “P”.

1.1.84 ~~1.1.80~~ “**Finnvera Term Facility**” means the Facility under which the portion of the Credit described in subsection ~~2.1.22.1.3~~ is available, which Facility is more fully described in Schedule “P”.

1.1.85 ~~1.1.81~~ “**First Currency**” has the meaning ascribed to it pursuant to Section 15.1.

1.1.86 ~~1.1.82~~ “**Floor**” means a rate of interest per annum equal to 0%.

1.1.87 ~~1.1.83~~ “**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.

1.1.88 ~~1.1.84~~ “**Fourth Amending Agreement**” means the fourth amending agreement to this Agreement dated as of May 20, 2022 entered into among the parties hereto.

1.1.89 ~~1.1.85~~ “**Fourth Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Fourth Amending Agreement.

~~1.1.85A “**Freedom Deeds of Hypothec**” refers collectively to (i) the deed of movable hypothec dated as of December 21, 2022 entered into among the Agent (as hypothecary representative), the Borrower, Vidéotron Infrastructures Inc., 9293-6707 Québec Inc., Fizz Mobile & Internet Inc. and Télédistribution Amos Inc. before Mtre. Angelo Febbraio under the number 6396 of his minutes, and (ii) the deed of immovable hypothec (*acte d’hypothèque immobilière*) dated as of December 21, 2022 entered into in the French language among the Agent (as hypothecary representative), the Borrower, Vidéotron Infrastructures Inc., 9293-6707 Québec Inc., Fizz Mobile & Internet Inc. and Télédistribution Amos Inc. before Mtre. Angelo Febbraio under the number 6397 of his minutes.~~

1.1.90 ~~1.1.85B~~ “**Freedom Entities**” refers collectively to Freedom Mobile Inc. and its wholly-owned subsidiary, Freedom Mobile Distribution Inc.

1.1.91 ~~1.1.85C~~ “**Freedom SPA**” means the share purchase agreement dated as of August 12, 2022 entered into among the Borrower, Quebecor Inc., Rogers Communications Inc., Shaw Communications Inc., Shaw Telecom Inc. and Freedom Mobile Inc.

1.1.92 “**Freedom Term Facility Advance**” means the Advances made by the Term Facility Lenders to the Borrower under the Term Facility on the Seventh Amendment Closing Date for the purposes of financing a portion of the cash consideration of the Freedom Transaction.

1.1.93 ~~1.1.85D~~ “**Freedom Transaction**” means the ~~contemplated~~ acquisition by the Borrower of the Freedom mobile wireless and internet business operated by the Freedom Entities pursuant to the Freedom SPA.

1.1.94 “**FX Cash Collateral**” has the meaning ascribed to it in subsection 4.10.2.

1.1.95 ~~1.1.86~~ “**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 ~~1.1.87~~ “**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 ~~1.1.88~~ “**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.

1.1.98 ~~1.1.89~~ “**Guarantors**” means subject to the provisions of Section 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 ~~Sixth~~ Seventh Amendment Closing Date is provided in Schedule “L” hereto.

1.1.99 ~~1.1.90~~ “**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.

1.1.100 ~~1.1.91~~ “**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).

1.1.101 ~~1.1.92~~ “**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*.

1.1.102 ~~1.1.93~~ **“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.

1.1.103 ~~1.1.93A~~ **“Incurrence”** means, with respect to any obligation of any Person, to create, incur, issue, assume, guarantee or otherwise become indirectly or directly liable, contingently or otherwise, with respect of such obligation.

1.1.104 ~~1.1.94~~ **“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.

1.1.105 ~~1.1.95~~ **“Indemnified Taxes”** means all Taxes other than Excluded Taxes.

1.1.106 ~~1.1.96~~ **“Interest Coverage Ratio”** means, for any period, the ratio of EBITDA to Interest Expense for such period.

1.1.107 ~~1.1.97~~ **“Interest Expense”** for any period means all interest and all amortization of debt discount and expense on any particular Indebtedness for which such calculations are being made in respect of the Relevant Group, excluding (a) fees and expenses relating to any Offering 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, including the interest component of Capital Leases, and discounts and fees payable in respect of bankers’ acceptances or 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.

1.1.108 ~~1.1.98~~ “**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.

1.1.109 ~~1.1.99~~ “**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.

1.1.110 ~~1.1.100~~ “**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, 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.

1.1.111 ~~1.1.101~~ “**Joinder Agreement**” means an agreement substantially in the form of Schedule “O”.

1.1.112 ~~1.1.102~~ “**LC Fees**” has the meaning ascribed to such term in subsection 4.2.2.

1.1.113 ~~1.1.103~~ “**Lender**” or “**Lenders**” means the Revolving Facility Lenders, the Term Facility Lenders, the Lenders under the Finnvera Term Facility (all of which are listed in Schedule “A”) and the Lenders under any New Facility, together with any Assignee(s) and Tranche A Assignee(s) (as such term is defined in Schedule “P”), 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 Security, the term “Lender” shall include any counterparty to a Derivative Instrument, provided that the counterparty was a Revolving Facility Lender ~~or~~, 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.

1.1.114 ~~1.1.104~~ “**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.

1.1.115 ~~1.1.105~~ “**Leverage Ratio**” means, as of any date of determination, the ratio of Debt (excluding the QMI Subordinated Debt) of the Relevant Group as of such date to EBITDA for the preceding four quarters ending on such date.

1.1.116 ~~1.1.106~~ “**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.

1.1.117 ~~1.1.107~~ “**Loan Documents**” or “documents de financement”, as applicable, means this Agreement, the Security Documents, 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.

1.1.118 ~~1.1.108~~ “**Loan Obligations**” or “obligations de financement”, as applicable, 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 the face amount of any Bankers’ Acceptances and 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”.

1.1.119 ~~1.1.109~~ “**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, Finnvera 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.

1.1.120 ~~1.1.110~~ “Margin” means, (a) under the Revolving Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances, Stamping Fees, 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 ~~below the tables~~ in the last paragraph of this definition:

Revolving Facility

<u>Leverage Ratio</u>	<u>Standby Fee</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Stamping Fees / 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]

and (b) under the Term Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances and Stamping 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:

Term Facility

<u>Leverage Ratio</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Stamping Fees / Term SOFR plus</u>
[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 12.15.1 and 12.15.2, 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 12.15.2(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 ~~May 31~~ June 30 of any year of the Term shall be delivered by ~~July 30~~ 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 ~~June~~ July 1 of that year to ~~August 31~~ 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 ~~and~~, 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 ~~and~~, the Revolving Facility Lenders and the Term Facility Lenders and the amounts owed to the Borrower (a) will be deducted from the Stamping Fees otherwise payable in the case of a BA Advance, on the next Rollover Date of the relevant BA Advance, or (b) in the case of Prime Rate 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 4.11, or (c) in the case of Letters of Credit issued under the Revolving Facility (including 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 (d) if no interest or Stamping Fees 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 Term Facility as of the Seventh Amendment Closing Date will be based on the pro forma calculations of the Leverage Ratio delivered to the Lenders pursuant to Section 1.11 of Article IV of the Seventh Amending Agreement, which Margin may thereafter change from time to time in accordance with the terms and conditions of this paragraph, provided however that the first adjustment (if any) of the Margin applicable to the Term Facility shall be made on the basis of the financial statements and Compliance Certificate required by subsection 12.15.1 in respect of the fiscal quarter ending on March 31, 2023, it being expressly understood that no adjustment shall be made to such Margin on the basis of the financial statements and Compliance Certificate required by subsections 12.15.1 and 12.15.2 in respect of the fiscal quarter and fiscal year ending on December 31, 2022.

1.1.121 ~~1.1.111~~ “**Market Disruption Event**” has the meaning ascribed to it in Section 7.6.

1.1.122 ~~1.1.112~~ “**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%.

1.1.123 ~~1.1.113~~ “**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.

1.1.124 ~~1.1.114~~ “**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%.

1.1.125 ~~1.1.115~~ “**Material Adverse Change**” means (i) a material adverse change in the business, assets, liabilities, financial position, operating results or business prospects 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 material obligations hereunder or under the Security Documents, or (iii) the impairment, in any material respect, of the validity or enforceability of this Agreement or the Security Documents or of the rights and remedies of the Agents or the Lenders hereunder or under the Security Documents.

1.1.126 “**Net Debt Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any incurrence of Debt (except pursuant to clauses (a), (b), (d) (but only in respect of subsection 1.1.138.6 of the definition of Permitted Charges), (e), (k), (l) and (m) of the first sentence of Section 13.7) by any member of the VL Group, less reasonable out-of-pocket costs, fees and expenses incurred in connection with such incurrence.

1.1.127 ~~1.1.116~~ “**Net Disposition Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any Asset Disposition (except pursuant to clauses (i), (ii) and (iii) of the first sentence of Section 13.3), 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.

1.1.128 ~~1.1.127~~ **“Net Disposition Proceeds Limit”** has the meaning ascribed to it in subsection 8.3.3.

1.1.129 ~~1.1.128~~ **“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.

1.1.130 ~~1.1.129~~ **“New Facility”** means one or more credit facilities created from time to time as permitted under Section 2.4 and benefitting from the Security.

1.1.131 ~~1.1.130~~ **“Notice of Borrowing”** means, (i) with respect to the Revolving Facility or the Term Facility, 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 or 4.11, or of subsection 6.1.1, and (ii) with respect to the Finnvera Term Facility, a Tranche A Notice of Borrowing, as defined in Schedule “P”.

1.1.132 ~~1.1.131~~ **“OFAC”** means The Office of Foreign Assets Control of the US Department of Treasury.

1.1.133 ~~1.1.132~~ **“Offering”** means any public or private offering of Equity Interests or Debt permitted hereunder.

1.1.134 ~~1.1.133~~ **“Original Closing Date”** means November 28, 2000.

1.1.135 ~~1.1.134~~ **“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.

1.1.136 ~~1.1.135~~ **“Payment Recipient”** has the meaning ascribed to it in Section 18.21.1.

1.1.137 ~~1.1.136~~ **“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.

1.1.138 ~~1.1.137~~ **“Permitted Charges”** means the Charges created by the Security Documents and, with respect to any Person:

- [1.1.138.1](#) ~~1.1.125.1~~ 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;
- [1.1.138.2](#) ~~1.1.125.2~~ 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;
- [1.1.138.3](#) ~~1.1.125.3~~ 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;
- [1.1.138.4](#) ~~1.1.125.4~~ 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
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marketability of such Person's immovable property in any material respect;

[1.1.138.5](#) ~~1.1.125.5~~ 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;

[1.1.138.6](#) ~~1.1.125.6~~ Charges (i) under any Capital Lease or Synthetic 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, shall not exceed, at the time of incurrence, the greater of (a) 7.5% of Shareholders Equity and (b) (y)\$500,000,000\$-(prior to the consummation of the Freedom Transaction) or (z) \$1,500,000,000 (following the consummation of the Freedom Transaction), as applicable, outstanding at any time;

[1.1.138.7](#) ~~1.1.125.7~~ bankers' liens, rights of set-off or similar rights to deposit accounts or the funds maintained with a credit or deposit-taking institution;

[1.1.138.8](#) ~~1.1.125.8~~ other Charges, not ranking in priority to the Security, incurred in the ordinary course of the Core Business, in an aggregate amount not at any time exceeding, the greater of (a) 7.5% of Shareholders Equity and (b) \$75,000,000; and

[1.1.138.9](#) ~~1.1.125.9~~ Charges on the assets of the Borrower and the Guarantors securing Debt under Credit Facilities of the Borrower and the Guarantors provided that at the time of Incurrence and after giving effect to the Incurrence of such Debt under Credit Facilities and the application of the proceeds therefrom on such date, the aggregate principal amount of Debt under Credit Facilities (including the

Facilities) of the Borrower and the Guarantors secured by such Charges does not exceed the maximum amount permitted on such date pursuant to clause (1) of the definition of “Permitted Liens” of the Senior Notes Indenture and provided further that such Charges (except Charges created by the Security Documents) are pari passu or inferior in rank vis-à-vis the Charges created by the Security Documents and are subject to an intercreditor agreement in form and substance satisfactory to the Majority Lenders, acting reasonably.

1.1.139 ~~1.1.126~~ “**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.

1.1.140 ~~1.1.127~~ “**Prime Rate**” means, on any day, 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); provided that in the event that the Prime Rate is, at any time, less than the average one month Bankers’ Acceptance rate quoted on Reuters Service, page CDOR, as at approximately 10:00 a.m. on such day plus 1% (the “**BA Rate**”), “Prime Rate” shall be equal to the BA Rate. 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;.

1.1.141 ~~1.1.128~~ “**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.

1.1.142 ~~1.1.129~~ “**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.

1.1.143 ~~1.1.130~~ “**Proceeds of Crime Act**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the regulations promulgated thereunder.

1.1.144 ~~1.1.131~~ “**QMI Subordinated Debt**” has the meaning ascribed to it in Section 13.7.

1.1.145 ~~1.1.132~~ “**Relevant Group**” means:

- (a) when used for the purposes of [Section 8.3](#), Article 12 (other than Section 12.11 and subsection 12.15.3(b)), Article 13 (other
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than Section 13.4) 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

- (b) when used for the purposes of Section 12.11, subsection 12.15.3(b) or Section 13.4, 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, Debt, and Excess Cash Flow 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.

1.1.146 ~~1.1.133~~ “**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.

1.1.147 ~~1.1.134~~ “**Requisite Disruption Lenders**” means, at any time, ~~Revolving Facility~~ 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.

1.1.148 ~~1.1.135~~ “**Revolving Facility**” means the Facility under which the portion of the Credit described in subsection 2.1.1 is available.

1.1.149 ~~1.1.136~~ “**Revolving Facility Fees**” means the fees payable to the Agent and to the Revolving Facility Lenders, as set out in Section 5.10.

1.1.150 ~~1.1.137~~ “**Revolving Facility Lender**” means a Lender having a Commitment under the Revolving Facility.

1.1.151 ~~1.1.138~~ “**Rollover Date**” means, with respect to a Term SOFR Advance or a BA Advance, the date of any such Advance, or the first day of any Designated Period.

1.1.152 ~~1.1.139~~ “**Sanctioned Person**” means a Person named on the list of “Specially Designated Nationals” maintained by OFAC or otherwise designated under Sanctions Laws.

1.1.153 ~~1.1.140~~ “**Sanctions Event**” is used with the defined meaning assigned in Section 11.20.

1.1.154 ~~1.1.141~~ “**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.

~~1.1.142 “Scheduled Unavailability Date-CDOR” has the meaning specified in clause (b) of Section 6.14.2.~~

1.1.155 ~~1.1.143~~ “**Scheduled Unavailability Date-Term SOFR**” has the meaning specified in clause (b) of ~~Section~~subsection 5.13.2.

1.1.156 ~~1.1.144~~ “**Second Currency**” has the meaning ascribed to it pursuant to Section 15.1.

1.1.157 ~~1.1.145~~ “**Secured Applicable Percentage**” means, with respect to

(a) any Revolving Facility Lender, the percentage of the total Commitments under the Revolving Facility represented by such Lender’s Commitment under the Revolving Facility ~~Commitment~~, (b) any Term Facility Lender, the percentage of the total Commitments under the Term Facility represented by such Lender’s Commitment under the Term Facility, (c) any Finnvera Facility Lender, the percentage of the total Commitments under the Finnvera Term Facility represented by such Lender’s Commitment under the Finnvera Term Facility, or (d) 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 Secured Applicable Percentage of a Revolving Facility Lender, a Term Facility Lender, a Finnvera 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) (iii) the portion of the Loan Obligations under the Finnvera Term Facility owed to such Finnvera Facility Lender or ~~(iiiiv)~~ the portion of the Loan Obligations under such New Facility owed to such Lender under such New Facility 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 ~~(bB)~~ the aggregate amount of the Secured Obligations, giving effect to any Assignments pursuant to the provisions of Article 16 or Section 10 of Schedule “P”. If there is a Defaulting Lender, the “Secured Applicable Percentage” shall be adjusted in accordance with the provisions of Section 18.17 without increasing the Commitment of any Lender.

1.1.158 ~~1.1.146~~ “**Secured Obligations**” means, collectively, all of the Loan Obligations under the Revolving Facility, the Term Facility, the Finnvera Term Facility and any New Facility, and all of the Derivative Obligations.

1.1.159 ~~1.1.147~~ “**Security Documents**” means all of the guarantees and security documents described in Article 9, and “**Security**” means the security created thereby.

1.1.160 ~~1.1.148~~ “**Selected Amount**” means, with respect to a BA Advance, the amount of the Advances in Canadian Dollars which the Borrower has asked to obtain by the issuance of Bankers’ Acceptances in accordance with Section 6.1, and 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 4.11, that the interest payable thereon be calculated on the Term SOFR Basis.

1.1.161 “**Seventh Amending Agreement**” means the seventh amending agreement to this Agreement dated as of April 3, 2023 entered into among the parties hereto.

1.1.162 “**Seventh Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Seventh Amending Agreement.

1.1.163 “**Seventh Amendment Conditions Precedent**” has the meaning ascribed to “Conditions Precedent to Amendment” in the Seventh Amending Agreement.

1.1.164 ~~1.1.148A~~ “**Senior Notes Indenture**” means the indenture governing the 2030 Senior Notes issued by the Borrower as in effect on the Fifth Amendment ~~Effective~~Closing Date (unamended), a copy of which (including the relevant definitions) is included in Schedule “Q”.

1.1.165 ~~1.1.149~~ “**Shareholders Equity**” means, with respect to the VL Group at any time and calculated on an Adjusted Consolidated basis, the amount of paid-up capital in respect of all issued and fully-paid and non-assessable shares of share

capital, together with the contributed surplus, retained earnings and translation adjustment (if applicable), all as otherwise calculated in accordance with GAAP.

1.1.166 ~~1.1.150~~ “**Share Pledge**” has the meaning ascribed to it in subsection 9.1.2.

1.1.167 ~~1.1.151~~ “**Sixth Amending Agreement**” means the ~~Sixth~~sixth amending agreement to this Agreement dated as of January 13, 2023 entered into among the parties hereto.

1.1.168 ~~1.1.152~~ “**Sixth Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Sixth Amending Agreement.

1.1.169 ~~1.1.153~~ “**SOFR**” means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

1.1.170 ~~1.1.154~~ “**SOFR Adjustment**” means

- (a) with respect to Daily Simple SOFR, 0.10% (10 basis points); and
- (b) with respect to Term SOFR, 0.10% (10 basis points) for a Designated Period of one-month’s duration, 0.15% (15 basis points) for a Designated Period of three-months’ duration, and 0.25% (25 basis points) for a Designated Period of six-months’ duration.

1.1.171 ~~1.1.155~~ “**Solvency Certificate**” means a certificate attesting that a Person is Solvent, delivered in accordance with the provisions of Section 13.6.

1.1.172 ~~1.1.156~~ “**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.

1.1.173 “**Specified Representations**” has the meaning ascribed to it in the Seventh Amending Agreement.

1.1.174 ~~1.1.157~~ “**Spectrum Auction and Purchase**” means any process by Industry 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.

1.1.175 ~~1.1.158~~ “**Stamping Fees**” means, with respect to BA Advances, including BA Advances made by way of Discount Notes, the fee calculated by (a) multiplying the percentage referred to in the definition of “Margin” by the face amount of the Bankers’ Acceptances being issued and stamped in connection with the BA Advance being made, (b) dividing the product so obtained by 365 or, in a

leap year, 366, and (c) multiplying the result so obtained by the number of days in the relevant Designated Period.

1.1.176 ~~1.1.159~~ “**Standby Fee**” has the meaning ascribed to it in subsection 5.10.1.

1.1.177 ~~1.1.160~~ “**Subordinated Debt**” means, in respect of any Person, unsecured Debt of such Person that has no required redemption provisions and matures at least 6 months after the expiry of the Term hereof and that has been subordinated in right of payment to the obligations of the VL Group hereunder and under the Security Documents in form and substance acceptable to the Lenders and their counsel.

1.1.178 ~~1.1.161~~ “**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.

~~1.1.162 “**Successor Rate (CAD)**” has the meaning specified in Section 6.14.2.~~

1.1.179 ~~1.1.163~~ “**Successor Rate (USD)**” has the meaning specified in ~~Section~~subsection 5.13.2.

1.1.180 ~~1.1.164~~ “**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 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.

1.1.181 ~~1.1.165~~ “**Swing Line Commitment**” means \$55,000,000.

1.1.182 ~~1.1.166~~ “**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.

1.1.183 ~~1.1.167~~ “**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.

1.1.184 ~~1.1.168~~ “**Synthetic Lease**” means any synthetic lease or similar off-balance sheet financing product where such transaction is considered borrowed

money for tax purposes but is classified as an operating lease in accordance with GAAP.

1.1.185 ~~1.1.169~~ “**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; (4) such transaction either (a) causes all of the Security creating a Charge on any transferred assets to remain in full force and effect, or (b) provides for the replacement of such assets by different assets of a value, nature and kind acceptable to each of the Lenders, and which shall in any event be subject to the Security (and the assets so transferred that were previously Charged shall be released); and (5) 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.

1.1.186 ~~1.1.170~~ “**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 "N" 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.

1.1.187 ~~1.1.171~~ "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.

1.1.188 ~~1.1.172~~ "Term" means (i) with respect to the Revolving Facility, the period commencing on the Closing Date and terminating on July 20, 2026, ~~and~~ (ii) with respect to the Term Facility, (a) as it relates to the Term Facility Tranche A, the period commencing on the Seventh Amendment Closing Date and terminating on the Term Facility Tranche A Maturity Date, (b) 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 (c) 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, and (iii) with respect to the Finnvera Term Facility, the period commencing on November 13, 2009 and terminating on the "Maturity Date" as defined in Schedule "P".

1.1.189 "Term Facility" means the Facility under which the portion of the Credit described in subsection 2.1.2 is available.

1.1.190 "Term Facility Fees" means the fees payable to the Agent and to the Term Facility Lenders, as set out in Section 5.10.

1.1.191 "Term Facility Excess Amount" has the meaning ascribed to it in Section 4.10.

1.1.192 "Term Facility FX Excess" has the meaning ascribed to it in Section 4.10.

1.1.193 "Term Facility Lender" means a Lender having a Commitment under the Term Facility.

1.1.194 **“Term Facility Tranches”** refers collectively to the Term Facility Tranche A, the Term Facility Tranche B and the Term Facility Tranche C, and **“Term Facility Tranche”** refers to any one thereof, as the context requires.

1.1.195 **“Term Facility Tranche A”** means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(a).

1.1.196 **“Term Facility Tranche A Maturity Date”** means October 3, 2024.

1.1.197 **“Term Facility Tranche B”** means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(b).

1.1.198 **“Term Facility Tranche B Maturity Date”** means April 3, 2026.

1.1.199 **“Term Facility Tranche C”** means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(c).

1.1.200 **“Term Facility Tranche C Maturity Date”** means April 3, 2027.

1.1.201 ~~1.1.173~~ **“Term SOFR”** means, for any Designated 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 Designated Period with a term equivalent to such Designated 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, in each case, plus the SOFR Adjustment for such Designated Period; 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.

1.1.202 ~~1.1.174~~ **“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.

1.1.203 ~~1.1.175~~ **“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.

1.1.204 ~~1.1.176~~ **“Term SOFR Replacement Date”** has the meaning specified in Section 5.13.2.

1.1.205 ~~1.1.177~~ **“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.

1.1.206 ~~1.1.178~~ “**Third Amendment Closing Date**” means June 16, 2015.

1.1.207 ~~1.1.179~~ “**Tranche A Advance**” has the meaning ascribed to it in Schedule “P”.

1.1.208 ~~1.1.180~~ “**Tranche A CDOR Advance**” has the meaning ascribed to it in Schedule “P”.

1.1.209 ~~1.1.181~~ “**Tranche A Designated Period**” has the meaning ascribed to it in Schedule “P”.

1.1.210 ~~1.1.182~~ “**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 ~~the Swing Line Lender~~ 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.

1.1.211 ~~1.1.183~~ “**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.

1.1.212 ~~1.1.184~~ “**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.

1.1.213 ~~1.1.185~~ “**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.

1.1.214 ~~1.1.186~~ “**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 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.

1.1.215 ~~1.1.187~~ “**VL Group**” or “*groupe VL*” 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 ~~Sixth~~ Seventh Amendment Closing Date is provided in Schedule “L” hereto.

1.1.216 ~~1.1.188~~ “2030 Senior Notes” means the 4.50% Senior Notes due January 15, 2030.

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 ~~Successor Rate (CAD)~~ Benchmark Replacement (as defined in Section 6.14) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes (USD) or Benchmark Replacement Conforming Changes (~~CAD~~ as defined in Section 6.14). 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 ~~Successor rate (CAD)~~ Benchmark Replacement (as defined in Section 6.14)) (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 ~~Successor rate (CAD)~~ Benchmark Replacement (as defined in Section 6.14)) (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, in a maximum amount equal to \$2,000,000,000 (subject to increases in accordance with Section 2.4), including the Swing Line Commitment which forms part of the Revolving Facility; ~~and~~
-

2.1.2 the Term Facility, in a maximum amount equal to \$2,100,000,000, which Facility is available in three tranches:

- (a) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche A Maturity Date;
- (b) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche B Maturity Date; and
- (c) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche C Maturity Date; and

2.1.3 ~~2.1.2~~ the Finnvera Term Facility, in a maximum amount as at the Third Amendment Closing Date equal to \$32,142,857.16.

Irrespective of whether or not any Swing Line Advances have been made or remain outstanding, the amount available under the Revolving Facility (other than for the purposes of the calculation under subsection 5.10.1) shall be deemed to be reduced by an amount equal to the Swing Line Commitment.

2.2 **The Revolving Facility**

All Advances under the Revolving Facility 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 Term.

2.3 ~~Intentionally deleted.~~ **The Term Facility**

2.3.1 The Term Facility is available by way of Advances to be disbursed on the Seventh Amendment Closing Date, subject to the Seventh Amendment Conditions Precedent having been satisfied.

2.3.2 The Advances under the Term Facility shall be in Canadian Dollars or US\$ and may be repaid at all times during the Term.

2.3.3 The parties acknowledge and agree that amounts requested by the Borrower to be disbursed under the Term Facility pursuant to a Notice of Borrowing shall be allocated between all Term Facility Tranches on a pro rata basis by way of Advances made under each Term Facility Tranche.

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 4.10.

2.3.5 If any portion of the Term Facility remains undrawn immediately following the Seventh Amendment Closing Date, the Term Facility shall be permanently reduced in an amount equal to the undrawn portion thereof.

2.4 **Incremental Commitments and Facilities**

The Borrower may, at any time (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 shall not exceed an amount equal to \$500,000,000 minus the amount of any New Commitments and New Facility (in each case, drawn and undrawn) made after the Sixth Amendment Closing Date that remain in effect. 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. 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.

~~2.4.8 Notwithstanding anything to the contrary in this Section 2.4, no request for New Commitments or a New Facility may be made by the Borrower unless the Security contemplated in Section 1.3 of Article IV of the Fourth Amending Agreement shall have~~

~~been granted in favour of the Agent and the Lenders and registered wheresoever required under Applicable Laws, and the documents ancillary thereto (including the applicable legal opinions and the Quebec land registry sub-search reports contemplated in Section 4 or Article VI of the Fourth Amending Agreement) shall have been delivered to the Agent.~~

2.5 **Extension of Term - Revolving Facility**

By notice in writing to the Agent for delivery to the Revolving Facility 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 “**Renewal Request**”) that the Revolving Facility Lenders extend the Term of the Revolving Facility for a period no greater than four years from the date upon which the requested extension takes effect.

The Revolving Facility Lenders undertake to respond to the Renewal Request not more than 30 days from receipt. If any Revolving Facility Lender fails to so respond, such Revolving Facility Lender shall be deemed to be an Extension Non-Consenting Lender, as defined below. Each Renewal Request must be consented to by Revolving Facility Lenders holding not less than $\frac{2}{3}$ of the Commitments under the Revolving Facility (herein the “**Special Majority 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 Lenders have consented to the Renewal Request, any Revolving Facility Lender not consenting thereto (an “**Extension Non-Consenting 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 Lender shall promptly assign its rights, benefits and obligations as a Revolving Facility Lender to such other or new Revolving Facility Lender in accordance with the provisions of ~~Section~~subsection 16.2.2. If, and to the extent that, the full amount of the Commitments of any Extension Non-Consenting Lender is not so assumed, (a) all Loan Obligations owed to such Extension Non-Consenting Lender shall be fully repaid (together with interest and fees related thereto) by the Borrower to such Extension Non-Consenting Lender on, and (b) the Commitments of such Extension Non-Consenting Lender will terminate on, the then-applicable expiry date of the Term, without regard to the extension sought in the Renewal Request, and the Credit under the Revolving Facility shall be reduced accordingly on that date.

2.6 **Finnvera Term Facility**

All Advances under the Finnvera Term Facility shall be in the currencies and shall be made and repaid in the manner described in Schedule “P”.

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 shall be used by the Borrower to finance a portion of the cash consideration of the Freedom Transaction (the remainder portion thereof being financed by an Advance under the Revolving Facility).

3.1.3 All Advances made under the Finnvera Term Facility shall be for the purposes described in Section 2 of Schedule "P".

4. **ADVANCES, CONVERSIONS AND OPERATION OF ACCOUNTS**

None of the provisions of Article 4 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 3 of Schedule "P".

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, during the applicable Term, subject to the conditions set out in Article 10), the Borrower shall be entitled to request Advances under the Revolving Facility and the Term Facility, on one or more occasions, up to the maximum amount of the Credit under the Revolving Facility or Term Facility, as applicable, 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. Notices of Borrowing in respect of Letters of Credit, Swing Line Advances, Term SOFR Advances and BA Advances shall be given in accordance with the provisions of Sections 4.2, 4.3, 4.11, and 6.1, respectively.

4.2 **Letters of Credit**

4.2.1 Issuance. Subject to the applicable provisions of this Agreement, on any Business Day during the Disbursement Period, as part of the Credit available under the Revolving Facility, 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 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 (minus the Swing Line Commitment) to support a bid in the Spectrum Auction and Purchase, provided that the Security will extend to the property of the entity that will own the auctioned spectrum if it is a member of the VL Group (subject to the provisions of Section 9.3) and to its Equity Interests if held by a member of the VL Group (subject to the provisions of Section 9.3 and if not so held, the provisions of Section 13.10 shall apply), unless, with respect to such

Equity Interests, such owner is the Borrower. 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 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, 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 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, 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 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 Lenders under the relevant Facility under which the Letter of Credit was issued, 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 relevant Facility under which the Letter of Credit was issued 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 such Facility 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 under the Revolving Facility 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 relevant Facility 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. 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 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 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 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 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 Lender’s Secured Applicable Percentage 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 Secured Obligations. However, if an Event of Default under subsection 14.1.4 shall have occurred, the Revolving Facility 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, a Default under subsection 14.1.4 shall have occurred and be continuing or an Event of Default under subsection 14.1.4 shall have occurred, each Revolving Facility 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 Secured Applicable Percentage 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 Secured 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 Lender an amount equal to such Revolving Facility Lender’s Secured Applicable Percentage multiplied by such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Facility 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 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 Lender in like funds as such payment is required to be returned by such Former Swing Line Lender.

4.3.7 Each Revolving Facility 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 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 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 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, including the Bankers' Acceptances issued by the Borrower, 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 Security 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 Security 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 Security 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 Secured Applicable Percentage of each such Lender, as such Secured Applicable Percentage 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, and of Section 6.8 hereof with respect to BA 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 the Revolving Facility and under the Term Facility shall cease to be available at the expiry of the Disbursement Period applicable to such Facilities.

4.7 Notices Irrevocable

Any notice given to the Agent in accordance with Articles 4 or 6 may not be revoked or withdrawn.

4.8 Limits on BA Advances, [Term SOFR Advances](#) and Letters of Credit

Nothing in this Agreement shall be interpreted as authorizing the Borrower to issue Bankers' Acceptances or borrow by way of Term SOFR Advances for a Designated 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 Facility (or in the case of the Term Facility, the applicable Term Facility Tranche) under which such Bankers' Acceptances, Term SOFR Advances or Letters of Credit are requested.

4.9 Excess Resulting From Exchange Rate Change – [Revolving Facility](#)

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 Loan Obligations under the Revolving Facility in US Dollars; and
- 4.9.2 the Loan Obligations under the Revolving Facility in Canadian Dollars;

exceeds the amount of the Credit under the Revolving Facility then available, the Borrower shall promptly either (i) make the necessary payments or repayments to the Agent to reduce the Loan Obligations under the Revolving Facility to an amount equal to or less than the available amount of the Credit under the Revolving Facility, 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 Loan Obligations under the Revolving Facility exceed the available amount of the Credit under the Revolving Facility, 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 Acceptance Date or Rollover Date, make the necessary exchange rate calculations to determine whether any such excess exists on such date and, if there is an excess, it shall so notify the Borrower.

~~4.10 -Intentionally deleted.~~

4.10 Excess Resulting From Exchange Rate Change – Term Facility

4.10.1 If on the last Business Day of any month (or the last Business Day of any other 30-day period agreed to between the Borrower and the Agent), following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, the sum of:

4.10.1.1 the Equivalent Amount in Canadian Dollars of Loan Obligations under the Term Facility in US Dollars; and

4.10.1.2 the Loan Obligations under the Term Facility in Canadian Dollars;

exceeds the amount of the Credit under the Term Facility then available (a “Term Facility FX Excess” and the amount by which the Loan Obligations (expressed in Canadian Dollars) exceeds the amount of the Credit under the Term Facility is hereinafter referred to as the “Term Facility Excess Amount”), 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) make the necessary payments or repayments to the Agent to reduce the Loan Obligations under the Term Facility to an amount equal to or less than the available amount of the Credit under the Term Facility.

4.10.2 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 Excess Amount related therewith represents more than 7.5% of the amount of the Term Facility 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 Loan Obligations under the Term Facility to an amount equal to or less than the available amount of the Credit under the Term Facility, 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 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 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.

4.11 **Term SOFR Advances and Conversions**

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, the Borrower may request that (a) a Term SOFR Advance be made, (b) that one or more ~~US Base Rate~~ 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. Each Selected Amount with respect to each Designated Period shall be in an amount of not less than US\$1,000,000, and shall be in whole multiples of US\$1,000,000. 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 a Designated 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 4.11, 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 4.11 pursuant to Section 5.13 shall be available for specification in a Notice of Borrowing.

5. **INTEREST AND FEES**

None of the provisions of Article 5 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 4 of Schedule "P".

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 Designated 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 Designated Period when the Designated Period is 1 to 3 months,

5.4.2 when the applicable Designated Period exceeds 3 months, on the last Business Day of each period of 3 months during such Designated Period and on the last day of the applicable Designated Period.

provided that if any Designated Period would otherwise end on a day that is not a Business Day, such Designated Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Designated Period into another calendar month, in which event such Designated 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 Derivative Obligations

The Borrower agrees that any amounts due to the Agent or the Lenders on account of Derivative Obligations shall be secured by the Security.

5.7 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.

5.8 **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.

5.9 **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.

5.10 **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:

5.10.1 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 the Revolving Facility, irrespective of compliance with any conditions precedent or other restrictions) under the Revolving Facility (including 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; ~~and~~

5.10.2 for the Revolving Facility Lenders, the upfront fees referred to in the Third Amending Agreement dated as of June 16, 2015; ~~and~~

5.10.3 for the Term Facility Lenders, the upfront fees and ticking fees referred to in the Seventh Amending Agreement;

5.10.4 for the Co-Lead Arrangers, the arrangement fees referred to in the Seventh Amending Agreement; and

5.10.5 ~~5.10.3~~ 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 ~~June 16, 2015~~ the date hereof, entered into between the Borrower and the Agent.

5.11 **Interest Act**

- 5.11.1 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.
- 5.11.2 The parties agree that all interest in this Agreement will be calculated using the nominal rate method and not the effective rate method, and 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.

5.12 **Term SOFR Conforming Changes**

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.

5.13 **Inability to Determine Rates (Term SOFR)**

- 5.13.1 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 ~~Section~~ subsection 5.13.2, and the circumstances under clause (a) of ~~Section~~ subsection 5.13.2 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 Designated 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 Designated 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 Designated 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 Designated Period.

- 5.13.2 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**”);

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 a Designated 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 *plus* the SOFR Adjustment 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 plus the SOFR Adjustment, 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 [Section subsection 5.13.2](#) or clause (b) of [Section subsection 5.13.2](#) 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 5.13 at the end of any Designated 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.

6. BANKERS' ACCEPTANCES

None of the provisions of Article 6 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Schedule "P".

6.1 Advances by Bankers' Acceptances and Conversions into Bankers' Acceptances

- 6.1.1 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), as part of the Credit available under the Revolving Facility or under the Term Facility, as applicable, by providing 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 to the Agent, given at least two (2) Business Days prior to the date of the Advance or the Rollover Date (for the purposes of this Article 6 called the "**Acceptance Date**"), the Borrower may request (a) that a BA Advance be made, (b) that one or more Advances not borrowed as BA Advances be converted into one or more BA Advances or (c) that a BA Advance or any part thereof be extended, as the case may be (the "**BA Request**").

Bankers' Acceptances shall be issued on each Acceptance Date or Rollover Date, in a minimum Selected Amount, with respect to each Designated Period, of \$5,000,000 or such greater amount which is an integral multiple of \$1,000,000, shall have a Designated Period of 1, 2 or 3 months (or such other period as may be available and acceptable to the Agent), subject to availability, and shall, in no event, mature on a date after the expiry of the applicable Term.

6.1.2 Prior to making any BA Request, the Borrower shall deliver:

- (a) to the Lenders, in the name of each Lender which is a bank that accepts bankers' acceptances (a "**BA Lender**"), drafts in form and substance acceptable to the Agent and the Lenders; and
- (b) to the Lenders in the name of each Lender which is not a bank or does not accept bankers' acceptances (a "**Non-BA Lender**"), Discount Notes;

completed and executed by its authorized signatories in sufficient quantity for the Advance requested and in appropriate denominations to facilitate the sale of the Bankers' Acceptances in the financial markets. No Lender shall be responsible or liable for its failure to accept a Bankers' Acceptance hereunder if such failure is due, in whole or in part, to the failure of the Borrower to give appropriate instructions to the Agent on a timely basis, nor shall the Agent or any Lender be liable for any damage, loss or other claim arising by reason of any loss or improper use of any such instrument except a loss or improper use arising by reason of the gross negligence or wilful misconduct of the Agent, such Lender, or their respective employees. In order to facilitate issuances of Bankers' Acceptances pursuant hereto, in accordance with the instructions given from time to time by the Borrower, the Borrower hereby authorizes each applicable Lender, and for this purpose appoints each such Lender its lawful attorney, to complete and sign Bankers' Acceptances on behalf of the Borrower, in handwritten or facsimile or mechanical signature or otherwise, and once so completed, signed and endorsed, and following acceptance of them as Bankers' Acceptances, to purchase, discount or negotiate such Bankers' Acceptances in accordance with the provisions of this Article 6, and to provide the Available Proceeds (as defined in subsection 6.2.4(d)) to the Agent in accordance with the provisions hereof. Drafts so completed, signed, endorsed and negotiated on behalf of the Borrower by any such Lender shall bind the Borrower as fully and effectively as if so performed by an authorized officer of the Borrower. Each Lender shall maintain a record with respect to such instruments (i) received by it hereunder, (ii) voided by it for any reason, (iii) accepted by it hereunder and (iv) cancelled at their respective maturities. Each Lender agrees to provide such records to the Borrower promptly upon request and, at the request of the Borrower, to cancel such instruments which have been so completed and executed and which are held by such Lender and have not yet been issued hereunder.

6.2 **Acceptance Procedure**

With respect to any BA Advance:

- 6.2.1 The Agent shall promptly notify in writing each applicable Lender of the details of the proposed issue, specifying:
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- 6.2.2 (a) For each BA Lender, (i) the principal amount of the Bankers' Acceptances to be accepted by such Lender, and (ii) the Designated Period of such Bankers' Acceptances; and
- (b) For each Non-BA Lender, (i) the principal amount of the Discount Notes to be issued to such Lender, and (ii) the Designated Period of such Discount Notes.
- 6.2.3 The Agent shall establish the Bankers' Acceptance Discount Rate at or about 10:00 a.m. on the Acceptance Date, and the Agent shall promptly determine the amount of the BA Proceeds.
- 6.2.4 Forthwith, and in any event not later than 11:30 A.M. on the Acceptance Date, the Agent shall indicate to each applicable Lender, in the manner set out in Section 18.5:
- (a) the Bankers' Acceptance Discount Rate;
- (b) the amount of the Stamping Fee applicable to those Bankers' Acceptances to be accepted by such Lender on the Acceptance Date, calculated by multiplying the appropriate percentage set out in the definition of "Stamping Fee" by the face amount of each Bankers' Acceptance (taking into account the number of days in the Designated Period), any such Lender being authorized by the Borrower to collect the Stamping Fee out of the BA Proceeds of those Bankers' Acceptances;
- (c) the BA Proceeds of the Bankers' Acceptances to be purchased by such Lender on such Acceptance Date; and
- (d) the amount obtained (the "**Available Proceeds**") by subtracting the Stamping Fee mentioned in subsection 6.2.4(b) from the BA Proceeds mentioned in subsection 6.2.4(c).
- 6.2.5 Not later than 1:00 P.M. on the Acceptance Date, each applicable Lender shall make available to the Agent its Available Proceeds.
- 6.2.6 Not later than 4:00 P.M. on the Acceptance Date, the Agent shall transfer the Available Proceeds to the Borrower in accordance with Section ~~8.8.9~~ and shall notify the Borrower on such day either by telex, fax or telephone (if by telephone, to be confirmed subsequently in writing) of the details of the issue.

6.3 **Purchase of Bankers' Acceptances and Discount Notes**

Before giving value to the Borrower, the Lenders or the sub-participants which:

- 6.3.1 are BA Lenders shall, on the Acceptance Date, accept the Bankers' Acceptances by inserting the appropriate principal amount, Acceptance Date and maturity date in accordance with the BA Request relating thereto and affixing their acceptance stamps thereto, and shall purchase or sell same; and
- 6.3.2 are Non-BA Lenders shall, on the Acceptance Date, complete the Discount Notes by inserting the appropriate principal amount, Acceptance Date and maturity date in accordance with the BA Request relating thereto.

6.4 **Maturity Date of Bankers' Acceptances**

Subject to the applicable notice provisions, at or prior to the maturity date of each Bankers' Acceptance, the Borrower shall:

- 6.4.1 give to the Agent a notice in the form of Schedule "B" requesting that the applicable Lenders convert all or any part of the BA Advance then outstanding by way of Bankers' Acceptances which are maturing into ~~a~~one or more Prime Rate ~~Advance~~Advances, US Base Rate Advances or Term SOFR Advances; or
- 6.4.2 give to the Agent a notice in the form of Schedule "B" requesting that the applicable Lenders extend all or any part of the BA Advance outstanding by way of Bankers' Acceptances which are maturing into ~~another~~one or more BA ~~Advance~~Advances by issuing new Bankers' Acceptances, subject to compliance with the provisions of subsection 6.1.1 with respect to the minimum Selected Amount and Designated Period; or
- 6.4.3 at latest at 12:00 p.m. two (2) Business Days prior to the Rollover Date of each Bankers' Acceptance then outstanding and reaching maturity, notify the Agent by way of a notice substantially in the form of Schedule "B-1" (but omitting ~~paragraphs~~paragraph 3) thereof that it intends to deposit in its account for the account of the applicable Lenders on the Rollover Date an amount equal to the principal amount of each such Bankers' Acceptance.

6.5 **Deemed Conversions on the Maturity Date**

If the Borrower does not deliver to the Agent one or more of the notices contemplated by subsections 6.4.1 or 6.4.2 or does not give the notice and make the deposit contemplated by subsection 6.4.3, the Borrower shall be deemed to have requested that the part of the BA Advance then outstanding which is reaching maturity be converted into a Prime Rate Advance.

6.6 Conversion and Extension Mechanism

If under the conditions

- 6.6.1 of subsection 6.4.1 and of Section 6.5, the Borrower requests or is deemed to have requested, as the case may be, that the Agent convert the portion of the BA Advance which is maturing into a Prime Rate Advance, the applicable Lenders shall pay the Bankers' Acceptances which are outstanding and maturing. Such payments by ~~the~~such Lenders will constitute an Advance within the meaning of this Agreement and the interest thereon shall be calculated and payable as the Borrower may request or may be deemed to have requested;
- 6.6.2 of subsection 6.4.3, the Borrower makes a deposit in its account, without limiting in any way the generality of Section 17.5, the Borrower hereby expressly and irrevocably authorizes the Agent to make any debits necessary in its account in order to pay the Bankers' Acceptances which are outstanding and maturing.

6.7 Prepayment of Bankers' Acceptances

Notwithstanding any provision hereof, the Borrower may not prepay any Bankers' Acceptance other than on its maturity date; however, this provision shall not prevent the Borrower from acquiring, in its discretion but subject to the other provisions of this Agreement, any Bankers' Acceptance in circulation from time to time.

6.8 Apportionment Amongst the Lenders

The Agent is authorized by the Borrower and each Lender to allocate amongst the applicable Lenders the Bankers' Acceptances to be issued and purchased in such manner and amounts as the Agent may, in its sole discretion, but acting reasonably, consider necessary, so as to ensure that no Lender is required to accept and purchase a Bankers' Acceptance for a fraction of \$100,000, and in such event, the applicable Lenders' respective Commitments in any such Bankers' Acceptances and repayments thereof shall be altered accordingly. Further, the Agent is authorized by the Borrower and each applicable Lender to cause the proportionate share of one or more Lender's Advances (calculated based on its Commitment) to be exceeded by no more than \$100,000 each as a result of such allocations provided that the principal amount of outstanding Advances, including Bankers' Acceptances, shall not thereby exceed the maximum amount of the respective Commitment of each applicable Lender. Any resulting amount by which the requested face amount of any such Bankers' Acceptance shall have been so reduced shall be advanced, converted or continued, as the case may be, as a Prime Rate Advance, to be made contemporaneously with the BA Advance.

6.9 Cash Deposits

Each Lender may, in its discretion, at any time, in the absence of any demand by the Borrower to such effect, grant an Advance to the Borrower, the amount of which shall be

equivalent to the face value of all Bankers' Acceptances then in circulation which have been accepted, which Advance shall not bear interest. The amount of the Advance shall not be taken into account in order to calculate the amount of the Credit used pursuant hereto. The Agent shall retain the amount of the Advance in a non-interest bearing cash collateral account as security, for the benefit of the Borrower, which amount may be entirely set-off against the amount of the Advance and the amount of the Bankers' Acceptances in circulation which such Lender has accepted and may be imputed, in the Lender's discretion, to the payment of the Bankers' Acceptances at their maturity. The Borrower shall sign and remit as security with regard thereto all appropriate documents which the applicable Lenders might judge necessary or desirable, specifically including an assignment of the credit balance of the deposit account held as security.

6.10 **Days of Grace**

The Borrower shall not claim from the applicable Lenders any days of grace for the payment at maturity of any Bankers' Acceptances presented and accepted by ~~the~~such Lenders pursuant to the provisions of this Agreement. Further, the Borrower waives any defence to payment which might otherwise exist if for any reason a Bankers' Acceptance shall be held by any Lender in its own right at the maturity thereof.

6.11 **Obligations Absolute**

The obligations of the Borrower with respect to Bankers' Acceptances shall be unconditional and irrevocable and shall be paid strictly in accordance with the provisions of this Agreement under all circumstances, including the following circumstances:

- 6.11.1 any lack of validity or enforceability of any draft accepted by any Lender as a Bankers' Acceptance; or
- 6.11.2 the existence of any claim, set-off, defence or other right which the Borrower may have at any time against the holder of a Bankers' Acceptance, the Lenders, or any other person or entity, whether in connection with this Agreement or otherwise.

6.12 **Depository Bills and Notes Act**

Bankers' Acceptances may be issued in the form of a depository bill and deposited with a clearing house, both terms as defined in the *Depository Bills and Notes Act*. The Agent and the Borrower shall agree on the procedures to be followed, acting reasonably. The Lenders are also authorized to issue depository bills as replacements for previously issued Bankers' Acceptances, on the same terms as those replaced, and deposit them with a clearing house against cancellation of the previously issued Bankers' Acceptances.

6.13 **Intentionally deleted.**6.14 **Benchmark Replacement – CDOR Rate**

- 6.14.1 ***Replacing CDOR.*** On May 16, 2022 Refinitiv Benchmark Services (UK) Limited (“RBSL”), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the “**CDOR Cessation Date**”), if the then-current Benchmark is CDOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.
- 6.14.2 ***Replacing Future Benchmarks.*** Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Prime Rate Advances. During the period referenced in the foregoing sentence, the component of Prime Rate based upon the Benchmark will not be used in any determination of Prime Rate.
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- 6.14.3 **Benchmark Replacement Conforming Changes.** In connection with the implementation and administration of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.
- 6.14.4 **Notices; Standards for Decisions and Determinations.** The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) by delivering a BA Cessation Notice pursuant to subsection 6.14.7, its intention to terminate the obligation of the Lenders to make or maintain Bankers' Acceptances. 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 6.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.
- 6.14.5 **Unavailability of Tenor of Benchmark.** At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.
- 6.14.6 **Secondary Term CORRA Conversion.** Notwithstanding anything to the contrary herein or in any Loan Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in clause (i)(a) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; and (ii) each Advance outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, on the last
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day of the then-current interest payment period, into an Advance bearing interest at the Benchmark Replacement described in clause (i)(a) of such definition for the respective Available Tenor as selected by the Borrower as is available for the then-current Benchmark; provided that, this subsection 6.14.6 shall not be effective unless the Agent has delivered to the Lenders and the Borrower a Term CORRA Notice, and so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from Lenders comprising the Majority Lenders or the Borrower.

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

6.14.8 **Definitions.** In this Section 6.14, the following terms have the meanings set out below:

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

"**Benchmark**" means, initially, CDOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section 6.14, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior

benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“**Benchmark Replacement**”, means, for any Available Tenor:

- (i) For purposes of subsection 6.14.1, the first alternative set forth below that can be determined by the Agent:
 - (a) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration, or
 - (b) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration; and
- (ii) For purposes of Section 6.14.2, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;

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

“**Benchmark Replacement Conforming Changes**” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Business Day,” the available interest periods, the definition of “Banker’s Acceptance,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of this Section 6.14, and other technical, administrative or operational matters, including with respect to the obligation of the Agent and the Lenders to create, maintain or issue Banker’s Acceptances) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the 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 such Benchmark Replacement 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). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or Bankers' Acceptances.

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

"CDOR" means the Canadian Dollar rate for bankers' acceptance borrowings known as the Canadian Dollar Offered Rate provided by RBSL, as the administrator of the benchmark (or a successor administrator).

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

"Daily Compounded CORRA" means, for any Business Day in an interest payment 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 lookback) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business

loans; provided that if the 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 Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

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

“Term CORRA” means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an interest period determined by the Agent in its reasonable discretion in a manner substantially consistent with market practice.

“Term CORRA Notice” means the notification by the Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Transition Event.

“Term CORRA Transition Date” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrower, for the replacement of the then-current Benchmark with the Benchmark Replacement described in clause (i)(a) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.

“Term CORRA Transition Event” means the determination by the Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Agent and (c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with subsection 6.14.1.

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 BA 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 (in the case of a Revolving [Facility Lender or a Term Facility Lender](#)) or the Finnvera Facility Agent (in the case of a Finnvera Facility Lender), any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Agent or the Finnvera Facility Agent, as the case may be, 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;
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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
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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, the Finnvera Facility 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, the Finnvera Facility 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, the Finnvera Facility 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, the Finnvera Facility 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 the Finnvera Facility Agent, as applicable), or by the Agent or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable.
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- 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 or the Finnvera Facility Agent, as applicable), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower, the Agent or the Finnvera Facility Agent, as applicable, 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, the Agent or the Finnvera Facility Agent, as applicable, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower, the Agent or the Finnvera Facility Agent, as applicable, as will enable the Borrower, the Agent or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable, in writing.
- 7.3.6 Treatment of Certain Refunds. If the Agent, the Finnvera Facility Agent (as applicable) 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 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, the Finnvera Facility 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, the Finnvera Facility Agent or such Lender if the Agent, the Finnvera Facility Agent or such Lender is
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required to repay such refund or reduction to such Governmental Authority. This subsection shall not be construed to require the Agent, the Finnvera Facility 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 Bankers' Acceptance, Term SOFR Advance or Tranche A CDOR 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 or the Finnvera Facility Agent, as applicable 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 or the Finnvera Facility Agent, as applicable, 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 (in the case of a Finnvera Facility Lender, subject to the consent of Finnvera, as applicable) 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
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(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 or the Finnvera Facility Agent, as applicable, 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 and Article 10 of Schedule "P", as applicable), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an Eligible Assignee, a Tranche A Assignee or other assignee permitted under Schedule "P", as applicable 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 Borrower pays the Finnvera Facility Agent the transfer fee specified in Section 10.3 of Schedule "P", in the case of an assignment under the Finnvera Term Facility;
 - (c) 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 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);
 - (d) 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
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- (e) 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 (a) with respect to BA Advances, there no longer exists a market for Bankers' Acceptances, or (b) 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 a Designated 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 a Designated Period, or (c) with respect to BA Advances or Prime Rate Advances, (i) the Bankers' Acceptance Discount Rate is unavailable and the Agent is unable to provide the alternative rate described in the definition of "Bankers' Acceptance Discount Rate", or (ii) the Bankers' Acceptance Discount Rate 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, or (iii) the Prime Rate or the US Base Rate 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 Bankers' Acceptance Discount Rate or Term SOFR. Any alternate basis (which may include having recourse to the Market Disruption Prime Rate and/or 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 Bankers' Acceptance Discount Rate or 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 calculations, provided that such substitute
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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 (a) US Base Rate Advances, the applicable US Base Rate for all affected Lenders shall be the Market Disruption US Base Rate, and (b) Prime Rate Advances, the applicable Prime Rate for all affected Lenders shall be the Market Disruption Prime Rate.

8. PAYMENT, REPAYMENT AND PREPAYMENT

None of the provisions of Article 8 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 5 of Schedule "P". However, Section 18.8 hereof shall apply to all payments made in respect of the Finnvera Term Facility.

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 on the last day of ~~the~~its Term.

8.1.2 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Term Facility, Tranche A on the Term Facility Tranche A Maturity Date.

8.1.3 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.

8.1.4 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 BA Advances and Term SOFR Advances, the Borrower may repay in minimum amounts of \$1,000,000 or ~~US\$1,000,000~~1,000,000, or in whole multiples of such amount, all or part of the principal amount of the Loan Obligations under the Revolving Facility or under the Term Facility, for the account of the 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 ~~8.38.4~~8.4, and in respect of a BA Advance, no repayment shall be made on a date other than a maturity date of the Bankers' Acceptances outstanding at that time, save as provided in Section ~~8.38.4~~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.

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 \$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,
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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 ~~8.3~~ Cash Collateralization of BA Advances and Payment of Losses Resulting From a Prepayment

If a prepayment to be made would require the repayment of outstanding Bankers' Acceptances prior to their maturity, the Borrower shall provide to the Agent cash collateral in an amount equal to the face amount of such Bankers' Acceptances which cash collateral shall be held by the Agent in an interest bearing account and used to repay same at maturity.

If a prepayment in respect of 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 ~~the~~such Lenders with respect to such prepayment, which are referred to in Section 7.4.

8.5 ~~8.4~~ Currency of Payments

All payments, repayments and prepayments, as the case may be:

- 8.5.1 ~~8.4.1~~ 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 ~~8.4.2~~ of interest, shall be made in the same currency as the principal amount outstanding to which they relate;
 - 8.5.3 ~~8.4.3~~ of Fees, shall be made in Canadian Dollars alone; and
 - 8.5.4 ~~8.4.4~~ 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.
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8.6 ~~8.5~~ **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 ~~8.6~~ **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 with respect to interest payments on Term SOFR Advances.

8.8 ~~8.7~~ **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 ~~the Lenders~~ such Lender on a Business Day at the Agency Branch.

8.9 ~~8.8~~ **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 ~~8.9~~ **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 ~~8.10~~ **Application of Payments**

8.11.1 ~~8.10.1~~ 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 Revolving Facility Lenders or the Term Facility Lenders, as the case may be, to the accounts last designated in writing by each Revolving Facility Lender or Term Facility Lender, as applicable, to the Agent, *pro rata* in accordance with their respective Secured

Applicable Percentage, and notice thereof shall be given to the Borrower by the Agent within a reasonable delay.

8.11.2 ~~8.10.2~~ 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 Security 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 ~~8.11~~ **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 ~~8.12~~ **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. SECURITY

9.1 **Security for Advances**

As general and continuing security for the performance by the Borrower of its obligations to the Agents and the Lenders hereunder, including its obligations under the Swing Line and the other Loan Documents, its obligation to perform and pay the Loan Obligations and all Derivative Obligations, as such agreements are, from time to time, amended, restated, amended and restated, extended or renewed, the Borrower shall:

- 9.1.1 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, of the obligations of the Borrower under this Agreement, all
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Derivative Obligations and the Loan Documents, substantially in the form annexed as Schedule “D”;

- 9.1.2 execute and cause to be executed by each of the Guarantors an agreement pledging the Equity Interests of each of their respective Subsidiaries to the Agent on behalf of the Lenders, which agreement ~~shall~~may be substantially in form of Schedule “E” or otherwise in form acceptable to the Agent (the “Share Pledge”);
 - 9.1.3 execute and cause to be executed by each of the Guarantors first-ranking security (subject only to Permitted Charges) in favour of the Agent on behalf of the Lenders, by way of a hypothec on the universality of all of its movable and immovable property located in the Province of Quebec (and/or, at the option of the Agent, by way of a hypothec securing Debentures granted in favour of the Agent or a collateral agent designated by the Agent as the Hypothecary Representative of the Lenders within the meaning of Article 2692 of the *Civil Code of Quebec*, as contemplated by Section 18.16), the whole subject to the waivers contained in the letters referred to in Section 17.4. Notwithstanding the foregoing, the Borrower and the Guarantors shall only be obliged to make additional registrations of the foregoing security after the date of this Agreement against any network in the land registry of Quebec on every second anniversary of the date of the Fourth Amendment Closing Date;
 - 9.1.4 execute and cause to be executed by each of the Guarantors a Debenture Pledge of the Debentures referred to in subsection 9.1.3;
 - 9.1.5 execute first-ranking security (subject only to Permitted Charges) in favour of each Revolving Facility Lender and Term Facility Lender that is a bank, within the meaning of the Bank Act (Canada), under Sections 427 and following of the Bank Act (Canada);
 - 9.1.6 execute and cause to be executed by each of the Guarantors in favour of the Agent on behalf of the Lenders, a first-ranking (subject only to Permitted Charges) General Security Agreement and mortgage charging all of its property and assets, personal (movable) and real (immovable), if any, located elsewhere in Canada or in the USA (and/or, at the option of the Agent, by way of a debenture or other instrument containing the same Charges);
 - 9.1.7 execute and cause to be executed by each of the Guarantors a first-ranking assignment, by way of collateral security, of the contracts governing or evidencing intellectual property rights (subject to Permitted Charges, and to the extent not prohibited by the terms of the agreements
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governing such rights) in favour of the Agent on behalf of the Lenders; and

- 9.1.8 cause the Agent on behalf of the Lenders to be named in all insurance policies protecting the members of the VL Group and their movable property, activities, business interruption and third party liability against any form of loss as a named insured as its interest may appear, and deliver to the Agent certificates of insurance in form and substance satisfactory to the Agent.

9.2 ECA Guarantee

Notwithstanding any provision in this Agreement to the contrary, the ECA Guarantee (as defined in Schedule “P”), any replacement guarantee or instrument delivered pursuant to the provisions of Section 8.3 of Schedule “P”, and all proceeds derived therefrom shall be for the sole benefit of the Finnvera Facility Lenders.

9.3 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 subsection 9.1.1 or to provide the Security at the time of its creation or Acquisition if (A) the absence of such Guarantee and Security 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, or (B) in respect of each Freedom Entity, following the Freedom Transaction, such Guarantee and Security is provided in accordance with Section 12.12. 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 subsection 9.1.1 and its Security be discharged and 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 Additional Offerings permitted by paragraphs (f) and (g) of Section 13.7, and unsecured Debt permitted by paragraph (i) of Section 13.7, 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 9.3, the Security on the property of such Released Guarantor and the Guarantee given by it pursuant to subsection 9.1.1 shall be discharged and 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).

9.4 **Release of Security in Certain Circumstances**

The Lenders agree to instruct the Agent to release all of the Security at the request of the Borrower if the Borrower's senior unsecured debt rating obtained from any 2 of DBRS, S&P or Moody's has been and remains not less than BBB(low)/BBB-/Baa3 for a period of not less than 6 months.

9.5 **Intentionally deleted.**

~~9.5 Release of Freedom Deeds of Hypothec~~

~~In the event that (i) the Freedom Transaction has not closed prior to January 1, 2024, or (ii) the Freedom SPA is terminated by the parties thereto in accordance with Article 6 thereof at any time prior to the closing of the Freedom Transaction, then the Borrower may request to the Agent the release and discharge of the hypothecs granted under the Freedom Deeds of Hypothec (which hypothecs were granted in anticipation of the closing of the Freedom Transaction), and the Agent shall be permitted to proceed with such release and discharge without any requirement to obtain at such time the consent of the Lenders.~~

10. **CONDITIONS PRECEDENT**

None of the provisions of Section ~~10.1 or~~ 10.2 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 6 of Schedule "P".

10.1 **Intentionally deleted.**

~~10.1 Initial Advance Under the Revolving Facility After the Closing Date~~

~~The obligation of the Lenders to make the initial Advance under the Revolving Facility after the Closing Date is conditional upon the fulfilment of each of the conditions set out in this Section 10.1 and in Section 10.2 to the entire satisfaction of the Agent and the Lenders:~~

- ~~10.1.1 certified copies of all of the constating documents, borrowing by laws and resolutions of the Borrower and of each other member of the VL Group not previously provided to the Agent shall have been provided to the Agent;~~
 - ~~10.1.2 all Charges on the property of each member of the VL Group, other than Permitted Charges, shall have been discharged;~~
 - ~~10.1.3 this Agreement shall have been executed and delivered, and each of the Security Documents shall have been amended, executed, delivered, issued or assigned and registered or published, as the case may be, wherever required;~~
 - ~~10.1.4 all of the issued and outstanding Equity Interests of the Subsidiaries referred to in subsection 9.1.2 owned, directly or indirectly by the Borrower and~~
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~~any of its Subsidiaries at the relevant time, shall have been pledged in accordance with the Share Pledge executed by the Borrower and the relevant Subsidiaries and all of the pledged Equity Interests shall have been remitted to the Agent;~~

~~10.1.5 the Borrower shall have delivered to the Agent a certificate in the form of Schedule "F" signed by an officer stipulating and certifying that:~~

- ~~(a) such officer has taken cognizance of all the terms and conditions of this Agreement and of all contracts, agreements and deeds pertaining hereto;~~
- ~~(b) no Default or Event of Default has occurred or exists hereunder;~~
- ~~(c) the corporate structure of the VL Group is as set out in the diagram attached to the certificate;~~
- ~~(d) each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present;~~
- ~~(e) all property to be charged by the Security Documents is located in the jurisdictions described in a schedule thereto;~~

~~10.1.6 the Borrower shall have delivered to the Agent the favourable legal opinion(s) of the counsel to the VL Group, 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 continuing validity of all relevant Guarantees and Security; and~~

~~10.1.7 the Borrower shall have paid to each of the Revolving Facility Lenders an upfront fee in the amount and payable as set forth in the invitation letter sent to it by the Borrower dated May 30, 2011.~~

10.2 **Conditions Precedent to any Advance**

The obligation of the applicable Lenders to make any Advance (excluding the Freedom Term Facility 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);
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- 10.2.2 except in the case of Swing Line Advances, the Borrower shall have delivered to the Agent or the Finnvera Facility Agent, as applicable, a completed Notice of Borrowing;
- 10.2.3 nothing shall have occurred since March 31, 2011 which would constitute a Material Adverse Change; and
- 10.2.4 no Default shall have occurred and be continuing and no Event of Default shall have occurred.

10.3 Conditions Precedent to the Freedom Term Facility Advance

The obligation of the Term Facility Lenders to make the Freedom Term Facility Advance under the Term Facility is conditional upon each of the Seventh Amendment Conditions Precedent having been satisfied.

10.4 ~~10.3~~ Waiver of Conditions Precedent

The conditions set out in Sections ~~10.1 and~~ 10.2 and 10.3 are solely for the benefit of the Lenders, and may be waived by the Agent with the unanimous consent of the Lenders (or in respect of Section 10.3, with the unanimous consent of the Term Facility 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 Security, as the case may be, and to execute and deliver and perform its obligations under this Agreement and each of the Security 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 Security 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 Security 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 Security 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 and the Finnvera Facility Agent in accordance with the provisions of Section 12.15 or otherwise disclosed to the Agent and the Finnvera Facility 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 and the Finnvera Facility 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. All of the immovable property (including any cable or telecommunications network) owned by the VL Group as of the Closing Date is listed in Schedule "I". All premises occupied by any member of the VL Group as of the Closing Date containing material assets belonging to such members of the VL Group are also listed in Schedule "I". All of the material tangible movable property of the VL Group as of the Closing Date is located in the provinces of Quebec and Ontario. 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 cause a Material Adverse Change.

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 result in a Material Adverse Change.

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 result in a Material Adverse Change.

11.10 Insurance

Each member of the VL Group has contracted for the insurance coverage described in Section 12.6.

11.11 No Adverse Change

No Material Adverse Change has occurred since December 31, 2010.

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 Security Documents, any borrowings hereunder and the granting of the Security.

11.13 Compliance with Applicable Law and Licences

Each member of the VL Group is in full compliance in all material respects 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.

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 Priority

The Security and Charges created, evidenced or constituted by or under the Security Documents bind each member of the VL Group which is a party thereto, are valid and subject to no Charge, other than the Permitted Charges, and are enforceable, as security for the performance of the obligations secured thereunder, in accordance with their respective terms, against the members of the VL Group which are parties thereto.

11.16 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, the Finnvera Facility Agent and/or Finnvera plc 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 and/or the Finnvera Facility Agent were prepared in good faith and all assumptions used therein were reasonable.

11.17 Share Capital

On the Closing Date, all of the shares of: (a) the Borrower are owned, directly or indirectly, by Quebecor Media Inc.; and (b) each of the Guarantors are owned, directly or indirectly, by the Borrower, free and clear of any Charges other than Permitted Charges.

11.18 Absence of Default

There exists no Default or Event of Default hereunder.

11.19 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 result in a Material Adverse Change.

11.20 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:

- 11.20.1 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;
- 11.20.2 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
- 11.20.3 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 ~~Sixth~~Seventh Amendment ~~Effective~~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 11.20 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.

11.21 Environment

11.21.1 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 result in a Material Adverse Change;

11.21.2 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 cause a Material Adverse Change;
- (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.

11.22 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 (save and except that in respect of the Freedom Term Facility Advance, the only representations and warranties the accuracy of which shall be a condition to the availability and funding of the Freedom Term

Facility Advance shall be the Acquisition Agreement Representations and the Specified Representations) and on each Tranche A Rollover Date (as defined in Schedule "P") (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 to carry on its businesses and to satisfy its obligations hereunder and under the Security Documents.

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 all material respects.

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. All such policies of insurance will contain a standard "mortgage clause" acceptable to the Agent providing that no such policy may be cancelled without the insurer providing not less than 30 days' prior written notice to the Agent. 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 result in a Material Adverse Change.

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 result in a Material Adverse

Change, and except where the same are being contested in good faith, if the outcome of such contestation would not reasonably be expected to result in a Material Adverse Change. 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 (i) a period not exceeding 12 consecutive months immediately following an Acquisition permitted hereunder in an amount of not less than \$100,000,000 and (ii) a period not exceeding 18 consecutive months immediately following the closing of the Freedom Transaction, in each case under (i) and (ii) above, such maximum Leverage Ratio shall be increased to, but shall not exceed, 5.0:1 (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 2.5:1.

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. Notwithstanding the foregoing, it is understood and agreed that, following the consummation of the Freedom Transaction, the Borrower shall cause the Freedom Entities to become Guarantors and provide the required Security (and all other documents, officer's certificates (including a certificate of officer as to factual matters) and opinions reasonably requested by the Agent in connection therewith) within 90 days following the consummation of the Freedom Transaction in order to comply with the foregoing tests.

12.13 **Maintenance of Security**

Subject to Section 9.3, it shall take all necessary steps to preserve and maintain in effect the rights of the Agent and the Lenders, as well as any collateral agent designated by the Agent, pursuant to the Security Documents, together with any renewals thereof or additional documents creating Charges that may be required from time to time. In addition, if any new Subsidiary of any member of the VL Group is created or Acquired, or if a Person otherwise becomes a member of the VL Group, then subject to Section 9.3, such Subsidiary will provide Security of the nature described in Article 9, together with such legal opinions as may be reasonably requested by the Agent.

12.14 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:

- 12.14.1 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 Security Documents, as well as any amendments, renunciations, consents or examinations pertaining to this Agreement and the Security Documents; and
- 12.14.2 the reasonable costs of syndicating and advertising, as well as all reasonable fees, including reasonable legal fees and costs, incurred by the Agent, any collateral agent designated by the Agent, and the Lenders to preserve, enforce or exercise their respective rights hereunder or under the Security 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 12.14 shall subsist notwithstanding the full repayment of the Loan Obligations under the provisions hereof.

12.15 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, the Finnvera Facility Agent and each Lender, and so undertakes:

12.15.1 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
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- (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 “J” (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 (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.
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12.15.2 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 [Sectionsubsection 12.15.1\(b\)](#); 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 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 [Sectionsubsection 12.15.2\(a\)](#).

12.15.3 Other Information

- (a) Within 90 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) Within 75 days following the end of each financial quarter of the Borrower (other than the 4th quarter, in respect of which the delay shall be 90 days) in which the Leverage Ratio exceeded 4.5:1, a certificate of the Borrower signed by its chief financial officer or treasurer or another officer of the Borrower acceptable to the Agent, certifying a detailed calculation of Excess Cash Flow (in such form and providing such detail as the Agent may
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reasonably require) during such quarter (the “**Excess Cash Flow Certificate**”); and

- (c) ~~from~~From time to time and forthwith upon demand by the Agent, 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.

12.16 Notice of Certain Events

The Borrower shall advise the Agent and the Finnvera Facility Agent forthwith upon the occurrence of any of the following events:

- 12.16.1 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 result in a Material Adverse Change;
- 12.16.2 The occurrence of any Material Adverse Change which is known to the Borrower or any other member of the VL Group, acting reasonably;
- 12.16.3 Any Default or Event of Default, specifying in each case the relevant details and the action contemplated in this respect.

12.17 Accuracy of Reports

All information, reports, statements and other documents and data provided to the Agent, the Finnvera Facility 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 Security under the Security 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), other than sales at fair market value (provided that any single transaction or series of transactions during the period from June 14, 2013 until the end of the Term of the Revolving Facility [and the Term Facility](#) that involve property having an aggregate fair market value of less than \$25,000,000 and a value per transaction of less than \$5,000,000 shall not have to be disposed of at fair market value), and, in such case, only if at the time of the proposed Asset Disposition, (a) there is no Default or Event of Default hereunder and the proposed Asset Disposition will not cause such a Default or Event of Default, and (b) the amount of (A) EBITDA of the VL Group generated during the preceding 12 months by the assets comprised in any such Asset Disposition, plus (B) the aggregate 12-month trailing EBITDA of the VL Group generated by all other assets comprised in all previous Asset Dispositions made since the Third Amendment Closing Date (calculated as of the date of the applicable Asset Disposition), does not exceed 15% of the EBITDA of the VL Group for the 12 months ending on the last day of the month immediately preceding the date of the proposed Asset Disposition; provided that the VL Group shall be permitted to make (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, as well as the non-material assets listed in Schedule "I" consisting of surplus real estate of the VL Group, which are excluded from the Security and not subject to any Charge thereunder, and (iii) Asset Dispositions between members of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12. In the event of any Asset Disposition permitted under this Section 13.3 to a Person other than a member of the VL Group, (i) the Security on the assets so disposed of shall be discharged by the Agent without any

requirement to obtain the consent of the Lenders, and (ii) in the case of any such Asset Disposition made in respect of 100% of the Equity Interests of a Guarantor, the Security on the property of such Guarantor and the Guarantee given by it pursuant to subsection 9.1.1 shall also be discharged and 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). In addition, any member of the VL Group shall be permitted to dispose of Back-to-Back Preferred Shares in order to repay Back-to-Back Debt, and shall also be permitted to dispose of property as part of a Tax Benefit Transaction, provided that (A) no Default or Event of Default exists at the time and (B) disposing of such Back-to-Back Preferred Shares or property as part of a Tax Benefit Transaction will not cause a Default or an Event of Default.

13.4 **Preservation of Capital**

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); provided that distributions by way of loans, dividends, return of capital, management fees (in excess of the 2.5% limit set out in Section 13.10), share repurchases or other transactions of the nature described in paragraphs (a) or (b) above:

- 13.4.1 made under Back-to-Back Transactions, Tax Benefit Transactions and, where Newco is a Guarantor, Tax Consolidation Transactions,
- 13.4.2 made to the Borrower or to a Guarantor that has provided an unlimited Guarantee and the Security to the Agent on behalf of the Lenders,
- 13.4.3 made at a time that the Leverage Ratio, calculated on a *pro forma* basis after taking into account the payment proposed, is less than or equal to 4.5:1, and
- 13.4.4 consisting of a quarterly payment not in excess of 100% of Excess Cash Flow if the Leverage Ratio, calculated on a *pro forma* basis after taking into account the payment proposed, is greater than 4.5:1;

will be permitted, provided that (i) no Default or Event of Default exists at the time of the proposed distribution and (ii) making the payment of such amount 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 (including any undertaking in any Additional Offering) 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, in any manner whatsoever, directly or indirectly, other than an Acquisition required for the purpose of carrying on its business in the ordinary course, or permit any Subsidiary or Subsidiaries to be constituted otherwise than in accordance with the provisions of Section 13.10, except that (a) the members of the VL Group shall be permitted to make Acquisitions in the Core Business and permitted to create Subsidiaries (to the extent any such Subsidiaries are Acquired as part of any such Acquisition) if: (i) no Default or Event of Default exists at the time, (ii) paying the purchase price in respect of such Acquisition will not cause a Default or Event of Default, and (iii) any Person which is Acquired or created as a Subsidiary, if any, as a result of such Acquisition, becomes a member of the VL Group (other than in relation to a Spectrum Auction and Purchase, in which case [Sectionsubsection 4.2.1](#) shall apply) and provides the Security contemplated by [Sectionsubsection 4.2.1](#) or Article 9, subject to the exception contemplated by Section 9.3, as the case may be, (b) Acquisitions may be made of and between members of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12, (c) any member of the VL Group shall be permitted to acquire Back-to-Back Securities in an amount not exceeding the amount of the corresponding Back-to-Back Securities, and shall also be permitted to acquire property as part of a Tax Benefit Transaction, provided that (A) no Default or Event of Default exists at the time and (B) acquiring such Back-to-Back Securities or property as part of a Tax Benefit Transaction will not cause a Default or an Event of Default, and (d) any member of the VL Group shall be permitted to acquire Equity Interests of any of its Affiliates to the extent such Equity Interests are converted in full into cash (pursuant to a redemption or other transaction by such Affiliate) either (i) substantially contemporaneously with the Acquisition, provided that (A) prior to the Acquisition, such Affiliate shall provide a Solvency Certificate from one of its senior financial officers, (B) no Default or Event of Default exists at the time and (C) acquiring such Equity Interests and the redemption or other transaction that follows will not cause a Default or an Event of Default, or (ii) within 3 Business Days after the date of the Acquisition, provided that in such case (A) prior to the Acquisition, at the request of the Agent, acting reasonably, such Affiliate shall provide a Solvency Certificate from a reputable third party acceptable to the Agent, (B) no Default or Event of Default exists at the time, and (C) acquiring such Equity Interests and the redemption or other transaction that follows will not cause a Default or an Event of Default.

13.7 Debt and Guarantees

Incur or assume Debt, provide Guarantees or render itself liable in any manner whatsoever, directly or indirectly, for any Indebtedness or obligation whatsoever of another Person, except (a) hereunder for the purposes set forth in Section 3.1; (b) that a member of the VL Group may provide financial assistance to another member of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12; (c) unsecured Debt not exceeding \$75,000,000 under the Tranche B Finnvera credit agreement entered into among the Borrower, HSBC Bank plc, The Toronto-Dominion Bank and Sumitomo Banking

Corporation of Canada dated as of November 13, 2009; (d) in connection with Debt incurred or assumed that is secured by Permitted Charges, and within the limits applicable thereto; (e) in connection with Back-to-Back Transactions and Tax Benefit Transactions including by way of unsecured daylight loans; (f) that the Borrower may incur or assume unsecured Debt by way of Additional Offerings, and that a member of the VL Group may provide unsecured Guarantees in respect of obligations of the Borrower under any such Debt outstanding at any time, to the extent that the Borrower complies with the applicable Leverage Ratio calculated on a pro forma basis and, subject to the provisions of Section 9.3, such member has provided a Guarantee under subsection 9.1.1 ~~or~~ provides such a Guarantee contemporaneously with its Guarantee in relation to the Additional Offering; (g) unsecured Debt by way of Additional Offerings incurred by the Borrower before the Closing Date and listed in Schedule "H" and including, subject to Section 9.3, unsecured Guarantees by members of the VL Group in respect of obligations of the Borrower under such Debt outstanding at any time; (h) the Borrower may borrow Subordinated Debt from Quebecor Media Inc. in a principal amount outstanding from time to time of up to \$500,000,000, with interest at a rate not exceeding the greater of (y) the three month bankers' acceptance rate quoted on Reuter's Services, page CDOR, as at approximately 10:00 a.m. on such day plus 3.0% per annum, or (z) 7% per annum (together with interest accrued thereon or paid in kind, the "**QMI Subordinated Debt**"); (i) additional unsecured Debt of up to \$250,000,000; (j) in connection with other Subordinated Debt; (k) unsecured daylight loans incurred in connection with Tax Consolidation Transactions, provided that prior to incurring the daylight loan made at the initiation of any Tax Consolidation Transaction in a minimum amount of \$75,000,000, the Agent shall have been informed by the Borrower of the incurrence of such daylight loan; (l) unsecured Debt in respect of daylight loans in the ordinary course of business for cash management purposes, and (m) unsecured Debt facilities, each with a maximum maturity of 2 years, in connection with and to support the issuance of letters of credit required under any Spectrum Auction and Purchase process; provided that, with respect to any of the matters described in paragraphs (c) to (i) inclusive and (m) above, (A) no Default or Event of Default exists at the time, (B) incurring or assuming such Debt (including by way of providing such Guarantee) will not cause a Default or Event of Default, and (C) on a pro forma basis, the incurrence or assumption of such Debt would not reasonably be expected to cause the Borrower to breach any of its covenants under Section 12.11 hereof.

13.8 **Financial Assistance by the VL Group**

Make any loan or advance to any party other than (a) as contemplated by Sections 13.4 and 13.6, or (b) to another member of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12, or (c) by way of Back-to-Back Transactions or Tax Benefit Transactions. 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 **Subordinated Debt**

Repay any Debt the repayment of which is subordinated to the rights of the Lenders, or pay any interest due to the creditor of any such Debt, other than (a) interest due in respect of

Subordinated Debt (including the QMI Subordinated Debt), provided (for greater certainty) that no Default has occurred or will occur as a result of such payment, and (b) any amount under or in connection with the QMI Subordinated Debt, provided that the amount so repaid, together with the amounts distributed by the Borrower in accordance with Section 13.4, do not in the aggregate exceed the amounts permitted to be distributed by the Borrower under Section 13.4, and (c) in respect of Back-to-Back Securities or Back-to-Back Transactions. In addition, the Borrower may agree to the conversion of the QMI Subordinated Debt into additional Equity Interests of the Borrower.

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 the transactions expressly permitted by paragraph (e) of Section 13.7; 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 Security 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
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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 Indebtedness (other than amounts due to the Lenders hereunder) which has resulted in Indebtedness in excess of an amount of \$75,000,000 becoming payable prior to its stated maturity or scheduled repayment date; or
 - 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 Security 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 12.16.3; or
 - 14.1.9 If in the opinion of the Lenders, acting in good faith, there occurs a Material Adverse Change and the situation has not been remedied within 15 days following the earlier of the date on which (a) the Agent gave
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notice thereof to the Borrower, or (b) the Borrower gave notice to the Agent in accordance with subsection 12.16.3; or

14.1.10 If a Change in Control occurs; or

14.1.11 If any Guarantee to be provided by any Guarantor (other than an Immaterial Subsidiary) hereunder 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 Security Documents:

14.2.1 the entire amount of the Loan Obligations, including the amount corresponding to the principal amount of the BA Advances then outstanding, in principal and interest, notwithstanding the fact that one or more of the holders of the Bankers' Acceptances issued pursuant to the provisions hereof have not demanded payment in whole or in part or have demanded only partial payment from the Lenders, 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 or Bankers' Acceptances issued in accordance with the provisions hereof; 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 Security 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 [except if in respect of the Freedom Term Facility Advance, the disbursement and availability of which is subject solely to the Seventh Amendment Conditions Precedent.](#)

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 12.14, 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 the Security and may deduct the amount of such costs and payments from the proceeds which it receives therefrom. The balance of such proceeds may be held by the Agent in the place of such Security and, when the Agent decides it is opportune, may be applied to the account of the part of the indebtedness of the Borrower to the Lenders which the Agent deems preferable, without prejudice to the rights of the Lenders against the Borrower for any loss of profit.

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 Security.

14.7 **Application of Proceeds**

Subject to the provisions hereof, and as among the Lenders, subject in particular to the provisions of Section 18.8, the Agent may apply the proceeds of realization of the property contemplated by the Security Documents and of any credit or compensating balance in reduction of the part of the Loan Obligations (principal, interest or accessories) which the Agent judges appropriate. ~~If any Revolving Facility Lender 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 Secured Obligations.~~

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 or the Finnvera Facility Agent, as applicable, 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, the Agent or the Finnvera Facility 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 or the Finnvera Facility Agent, as the case may be, 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 or the Finnvera Facility Agent, as applicable, shall inform the Borrower of the conclusion which the Lenders have reached.

16. ASSIGNMENT

None of the provisions of Article 16 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 10 of Schedule "P". However, the Finnvera Facility Agent shall advise the Agent of any Assignments under the Finnvera Term Facility and shall also provide a list of up-to-date Commitments of each Finnvera Facility Lender whenever any changes to such Commitments occur.

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 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
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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, 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 ~~8.11~~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 Security 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 other than those contained in a letter by the Borrower to the Agent dated December 21, 2005 and confirmed by the Agent on March 1, 2006, and a letter by the Borrower to the Agent dated February 28, 2006 and confirmed by the Agent on the same date.

17.5 Indemnification and Compensation

In addition to the other rights now or hereafter conferred by law and those described in subsection 6.6.2 and Section ~~8-12~~8.13, and without limiting such rights, if a Default or Event of Default should occur, each Lender, the Finnvera Facility Agent 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 Security Documents, including, without limitation, the accounts of any nature or kind which flow from or relate to this Agreement or the Security 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 or the Finnvera Facility 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 or the Finnvera Facility 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, and to confirm and perfect, and maintain perfection of, the Security.

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, the Finnvera Facility 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, the Finnvera Facility 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, the Finnvera Facility 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;

- 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 ~~12.25~~[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).

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 Security 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.
- 18.1.2 For the purposes of creating a *solidarité active* between each Lender, taken individually, and the Agent in accordance with Article 1541 of the
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Civil Code of Québec, the Borrower and each Lender (on its own behalf) acknowledge and agree with the Agent that such Lender and the Agent are hereby conferred the legal status of solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, owed by the Borrower to the Agent and such Lender hereunder and under Derivative Instruments (collectively, the “**Lender Solidary Claim**”). Accordingly, but subject (for the avoidance of doubt) to Article 1542 of the *Civil Code of Québec*, the Borrower and each of the Guarantors is irrevocably bound towards the Agent and each Lender in respect of the entire Lender Solidary Claim of the Agent and such Lender, such that the Agent and each Lender shall at all times have a valid and effective right of action for the entire Lender Solidary Claim of the Agent and such Lender and the right to give a full acquittance for it. Thus, without limiting the generality of the foregoing, the Agent, as solidary creditor for itself and each Lender, shall at all times have a valid and effective right of action in respect of all amounts, liabilities and other obligations owed by the Borrower and the Guarantors to the Agent and the Lenders or any of them hereunder and under Derivative Instruments and the right to give full acquittance for same. The parties further agree and acknowledge that the Security Documents described in Section 9.1 shall be granted to the Agent, for its own benefit and for the benefit of the Lenders, as solidary creditor as hereinabove set forth.

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 telecopy) 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
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(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 Security 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 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
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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, each Finnvera 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 Agents, in their capacity as agents of the Revolving Facility Lenders, the Term Facility Lenders, the Finnvera 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 Secured Applicable Percentage, 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, each Finnvera 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 Secured Obligations, each Revolving Facility Lender, Term Facility Lender, Finnvera Facility Lender and Lender under any New Facility shall share, in a percentage equal to its Secured Applicable Percentage, 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, including any amounts required to be paid to any Lender in respect of any Bankers' Acceptances and, for greater certainty, amounts forming part of the Swing Line Loan (which forms part of the Revolving Facility).

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 Secured Obligations.

18.9 **Derivative Obligations**

18.9.1 The Derivative Obligations shall be secured by the Security 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 Security in respect of Derivative Obligations, all decisions concerning the Security 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 Security 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 Security unless the Lenders are at the same time enforcing the Security for the Loan Obligations. However, the Derivative Obligations shall continue to be supported by the Security 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 Security 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 Security.

- 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](#) 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, and the Available Proceeds (as defined in subsection 6.2.4(d)) in the case of Banker's Acceptances, 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, Bankers' Acceptances, [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 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 BA 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 and the Bankers' Acceptances accepted 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
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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 Security 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, ~~or~~ (iii) the release, in whole or in part, of any of the Security Documents (other than the Guarantees) or the Security constituted thereby, except as provided herein with respect to permitted Asset Dispositions (in Section 13.3) or as contemplated in Sections 9.3 and 13.1, or (iv) 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, any New Facility or the Finnvera Term 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 provided herein with respect to permitted Asset Dispositions or as contemplated in Sections 9.3 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 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 Finnvera 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 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:

- (i) the Borrower pays the Agent the assignment fee specified in [Sectionsubsection](#) 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 Provisions for the Benefit of Lenders Only – Hypothecary Representative for Quebec Purposes

For the purposes of holding any security granted by the Borrower and the Guarantors pursuant to the laws of the Province of Québec (including the hypothecs referred to in [Sectionsubsection](#) 9.1.3), whether it be to secure payment of any bond issued by the Borrower or a Guarantor or not, and without limiting the powers of the Agent hereunder or under the Security Documents, each of the Lenders hereby irrevocably appoints and authorizes the Agent to act as hypothecary representative of the Lenders (in such capacity, the “**Hypothecary Representative**”) as contemplated under Article 2692 of the Civil Code of Québec, and to enter into, to take and to hold on behalf of the Lenders, and for their benefit, any hypothec, and to exercise all powers and duties that are conferred upon the Hypothecary Representative under any hypothec. Each Assignee shall be deemed to have confirmed and ratified the appointment of the Agent as the Hypothecary Representative by execution of the relevant Assignment and Assumption Agreement. The Hypothecary Representative shall (i) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any hypothec, applicable laws or otherwise, and (ii) benefit from and be subject to all provisions hereof with respect to the Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders.

With respect to any security granted by the Borrower or any Guarantor in favour of the Agent, acting as the person holding the power of attorney (fondé de pouvoir) of the Lenders

for all purposes of the former Article 2692 of the Civil Code of Québec, under any security document governed by the laws of the province of Québec (including as security for the payment of the Debentures), the parties acknowledge and agree that the provisions of the first paragraph of this Section 18.16 apply *mutatis mutandis* to the Agent's authority and capacity under such security document as if "person holding the power of attorney (fondé de pouvoir)" had the same meaning as "hypothecary representative".

18.17 Defaulting Lenders

- 18.17.1 Notwithstanding any other provision of this Agreement, if any Lender becomes a Defaulting Lender, then the provisions of this Section 18.17 shall apply until the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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.
- 18.17.2 Any Standby Fee shall cease to accrue on the Defaulting Lender's unadvanced portion of any Advance.
- 18.17.3 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, any New Facility or the Finnvera Term 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.
- 18.17.4 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.
-

- 18.17.5 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~~4.2 is borne by the other Lenders as a result of subsection 18.17.4, then the other Lenders shall be entitled to receive any LC Fee that would otherwise have been payable to the Defaulting Lender.
- 18.17.6 The Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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.

18.18 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 and 18.16 shall be applicable as between the Borrower, the Guarantors (if applicable) and the Agent.

18.19 Resignation of Agent

- 18.19.1 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.
- 18.19.2 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.
- 18.19.3 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.
-

18.20 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, and that all Security shall continue to apply to this Credit Agreement, as amended and restated by these presents, and all other obligations secured thereby.

18.21 Erroneous Payments

- 18.21.1 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 ~~paragraph~~subsection 18.21.2) 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
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notice of the Agent to any Payment Recipient under this [Section subsection](#) 18.21.1 shall be conclusive, absent manifest error.

- 18.21.2 Without limiting [Section subsection](#) 18.21.1, 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, 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 [Section subsection](#) 18.21.2, 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 [Section subsection](#) 18.21.2), 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 [Section subsection](#) 18.21.2.
- 18.21.3 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 [Section subsection](#) 18.21.1 or under the indemnification provisions of this Agreement.
- 18.21.4 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 [Section subsection](#) 18.21.1, 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**”).

- 18.21.5 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.
- 18.21.6 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
- 18.21.7 Each party’s obligations, agreements and waivers under this Section 18.21 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.

19. CERTAIN PROVISIONS RELATING TO THE FINNVERA TERM FACILITY

19.1 Application of Article 18

The provisions of Article 18 shall apply to the Finnvera Facility Lenders and the Finnvera Term Facility except to the extent modified in Section 11 of Schedule “P”.

19.2 Notice by Agent to the Finnvera Facility Agent

The Agent shall have no obligation to forward a copy of any report, notice or other document to the Finnvera Facility Lenders. The Agent shall instead forward such items to the Finnvera Facility Agent for distribution to the Finnvera Facility Lenders.

19.3 **Confirmation of Sharing**

For greater certainty, the sharing among the Lenders contemplated by Section 18.8 includes all of the Lenders including the Finnvera Facility Lenders.

20. FORMAL DATE

20.1 **Formal Date**

For the purposes of convenience, this Amended and Restated Agreement may be referred to as bearing the Formal Date of June 16, 2015 notwithstanding its actual date of signature.

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: _____

Per: _____

Address:
612 St-Jacques Street
18th floor
Montreal, Quebec
H3C 4M8

Attention: Vice President and Treasurer

Telephone: (514) 380-7414
Fax: (514) 380-1983

ROYAL BANK OF CANADA, as Agent

Per: _____

Per: _____

Address:
20 King Street West, 4th Floor
Toronto, Ontario,
M5H 1C4

Attention: Manager, Agency Services Group

Fax: 416-842-4023

**THE LENDERS, SIGNING AS REVOLVING FACILITY
LENDERS:**

ROYAL BANK OF CANADA

Per: _____

Per: _____

Address:
1 Place Ville Marie
Suite 400
Montreal, Quebec
H3B 4R8

Attention: ~~Frédéric Yale-Leduc~~ [Pierre Bouffard](#)

Telephone: ~~514-878-7054~~ [514-878-7117](#)

Fax: 514-874-1349

Email: ~~frederic.yale-leduc~~ pierre.bouffard@rbcm.com

NATIONAL BANK OF CANADA

Per: _____

Per: _____

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



BANK OF AMERICA, N.A., CANADA BRANCH

Per: _____

Per: _____

Address:
181 Bay Street
Toronto, Ontario
M5J 2V8

Attention: Peter Vanderhorst, Director

Telephone: 617-434-0164
Fax: 980-233-7788
Email: peter.vanderhorst@baml.com



THE BANK OF NOVA SCOTIA

Per: _____

Per: _____

Address:
Scotia Plaza
40 King St. West
Toronto, Ontario
M5W 2X6

Attention: Rob King

Telephone: 416-933-1873
Fax: 416-866-2010
Email: rob.king@scotiabank.com



THE TORONTO-DOMINION BANK

Per: _____

Per: _____

Address:

~~500 St. Jacques~~

1 Place Ville-Marie, suite 2315

Montreal, Quebec

H3B 3M5

~~H2Y 1P1~~

Attention: ~~Paul Archer / Yves Bergeron - C0000040~~ Mel Saklatvala / Serge Cloutier

Telephone: ~~514-289-2558 / 514-289-0099~~ 514-289-0672 / 514-289-1689

Fax: 514-289-0788

Email: ~~paul~~ mel.archer saklatvala@tdsecurities.com / ~~yves.bergeron~~ serge.cloutier@tdsecurities.com

BANK OF MONTREAL

Per: _____

Per: _____

Address:
234 Simcoe Street
3rd Floor
Toronto, Ontario
M5T 1T4

Attention: Frank Albernaz

Telephone: 416-598-6775
Fax: 416-598-6230
Email: Frank.albernaz@bmo.com



~~CAISSE CENTRALE~~ FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC

Per: _____

Per: _____

Address:
1170 Peel Street
Suite 300
Montreal, Quebec
H3B 0A9

Attention: ~~André Roy, Director~~ Geneviève Baillargeon

Telephone: ~~514-281-7791~~ 514-985-1862

Fax: ~~514-281-4317~~ 514-214-9255

Email: ~~andre.roy@ced~~ genevieve.baillargeon@desjardins.com

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____

Per: _____

Address:
161 Bay Street
8th Floor
Toronto, Ontario
M5J 2S8

Attention: Anissa Rabia-Zerebi

Telephone: 514-847-6449
Email: anissa.rabia-zerebi@cibc.ca



HSBC BANK CANADA

Per: _____

Per: _____

Address:
300-2001 McGill College
Montreal, Quebec
H3A 1G1

Attention: Annie Houle, Global Relationship Manager and Director

Telephone: 514-286-4567
Fax: 514-285-8637
Email: Annie_Houle@hsbc.ca



JPMORGAN CHASE BANK, N.A.

Per: _____

Per: _____

Address:
66 Wellington Street West.
Suite 4500
Toronto, Ontario
M5K 1E7

Attention: Jeffrey S. Coleman, Executive Director

Telephone: (416) 981-9200
Fax: (416) 981-9278
Email: jeffrey.s.coleman@jpmorgan.com

~~BANK OF TOKYO—MITSUBISHI UFJ (CANADA)~~

MUFG Bank, Ltd., Canada Branch

Per: _____

Per: _____

Address:

~~600 de Maisonneuve Blvd. W.~~
Royal Bank Plaza, South Tower
200 Bay Street, Suite 25201800
~~Montreal, Quebec~~
H3A 3J2Toronto, Ontario
M5J 2J1, Canada

Attention: ~~Amos Simpson, Managing~~Jack Shuai, Director ~~& General Manager~~

Telephone: ~~514-875-9261~~647-291-1308

Fax: ~~514-875-9392~~416-365-0398

Email: ~~asimpson~~jshuai@ca.mufg.jp

CITIBANK, N.A., CANADIAN BRANCH

Per: _____

Per: _____

Address:
123 Front Street West
Toronto, Ontario
M5J 2M3

Attention: ~~Isabelle Côté~~ [Azita Taravati](#), Managing Director

Telephone: ~~514-393-7502~~ [514-393-7506](#)

Fax: ~~866-550-2418~~

Email: ~~isabelle.f.cote~~ Azita.taravati@citi.com

MIZUHO BANK, LTD.

Per: _____

Per: _____

Address:

100 Yonge Street, Suite 1102

Toronto, Ontario

M5C 2W1

Attention: Bill McFarland

Telephone: 416-874-1145

Fax: 416-360-7502

Email: bill.mefarland@mizuhoebus.com

ICICI BANK CANADA

Per: _____

Per: _____

Address:

~~150 Ferrand Drive, Suite 1200~~

~~Don Valley Business Park~~

~~Toronto, Ontario~~

~~M3C 3E5~~

~~Attention: Lester Fernandes, Sr. Account Manager~~

~~Telephone: 416-601-2775~~

~~Fax: 416-422-2447~~

~~Email: Lester.fernandes@icicibank.com~~



LAURENTIAN BANK OF CANADA

Per: _____

Per: _____

Address:

[1360, boul. René-Lévesque Ouest, bureau 600](#)

[Montréal \(Québec\)](#)

[H3G 0E5](#)

~~1981 McGill College Avenue~~

~~19th Floor~~

~~Montreal, Quebec~~

~~H3A 3K3~~

Attention: ~~Michel Gendron~~ [Olivier Ferland-Charest](#)

Telephone: ~~514-284-4500 (4523)~~ [514-347-7204](#)

~~Fax: 514-284-9723~~

Email: ~~michel.gendron~~ olivier.ferland-charest@banquelaurentienne.ca

HSBC BANK PLC, as Finnvera Facility Agent

Per: _____

Credit Matters

Address:
Level 2, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Mike Bonnici

Telephone: +44 (0) 20 7991 6256
Fax: +44 (0) 20 7992 4428
E-mail: mike.bonnici@hsbcib.com
Reference: FC 1311

Operational Matters

Address:
Level 27, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Pete Fassam

Telephone: +44 (0) 20 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: peter.a.fassam@hsbc.com
Reference: FC 1311

-and-

Attention: David Wilson

Telephone: +44 (0) 7992 2569
Fax: +44 (0) 20 7992 4428
E-mail: David.a.wilson@hsbcib.com
Reference: FC 1311

THE FINNVERA TERM FACILITY LENDERS:

HSBC BANK PLC

Per: _____

Credit Matters

Address:
Level 2, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Robert Hossack

Telephone: +44 (0) 20 7992 2571
Fax: +44 (0) 20 7991 4347
E-mail: robert.ihossack@hsbcib.com
Reference: FC 1311

Operational Matters

Address:
Level 27, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Pete Fassam

Telephone: +44 (0) 20 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: peter.a.fassam@hsbc.com
Reference: FC 1311

-and-

Attention: David Wilson
Telephone: +44 (0) 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: david.a.wilson@hsbcib.com
Reference: FC 1311

THE TORONTO-DOMINION BANK

Per: _____

Per: _____

Credit Matters

Address:
The Toronto-Dominion Bank
77 King Street West
Royal Trust Tower, 19th Floor
Toronto, Ontario M5K 1A2

Attention: Sumit Paliwal
Telephone: (416) 983-2803
Fax: (416) 982-7838
E-mail: sumit.paliwal@tdsecurities.com

Operational Matters

Address:
TD Securities
Global Trade Finance
500 St-Jacques Street, 8th Floor
Montreal, Quebec H2Y 1S1

Attention: Caroline Danneau
Telephone: (514) 289-0251
Fax: (514) 289-1469
E-mail: caroline.danneau@tdsecurities.com

**SUMITOMO MITSUI BANKING
CORPORATION OF CANADA**

Per: _____

Per: _____

Credit Matters

Address:
Ernst & Young Tower, TD Centre
Suite 1400,Box 172
222 Bay St.
Toronto, Ontario M5K 1H6

Attention: Elwood Langley, Senior Vice President

Telephone: (416) 214-3606
Fax: (416) 367-3565
E-mail: elwood_langley@smbcgroup.com

-or-

Attention: Ming Chang, Vice President
Telephone: (416) 368-4178
Fax: (416) 367-3565
E-mail: Ming_Chang@smbcgroup.com

Operational Matters

Address:
Ernst & Young Tower, TD Centre
Suite 1400,Box 172
222 Bay St.
Toronto, Ontario M5K 1H6

Attention: Heather Nakamura, Manager

Telephone: (416) 214-3607
Fax: (416) 367-3565
E-mail: heather_nakamura@smbcgroup.com

-or-

Attention: Andrew Yiu, Vice President
Telephone: (416) 368-7570
Fax: (416) 367-3565
E-mail: andrew_yiu@smbcgroup.com

Intervention by the Guarantors as at the Third Amendment Closing Date

The undersigned acknowledge having taken cognizance of the provisions of the foregoing Amended and Restated Credit Agreement and agree that the Guarantees and Security executed by them (A) remain enforceable against them in accordance with their terms, and (B) continue to guarantee or secure, as applicable, all of the obligations of the Persons specified in such Guarantees and Security Documents in connection with the Credit Agreement as defined above, without any limitations:

9293-6707 QUÉBEC INC.

Per: _____

9227-2590 QUÉBEC INC.

Per: _____

9230-7677 QUÉBEC INC.

Per: _____

8487782 CANADA INC.

Per: _____

VIDEOTRON L.P., represented
by its general partner
9230-7677 QUÉBEC INC.

Per: _____

VIDEOTRON G.P.

Per: _____

VIDÉOTRON INFRASTRUCTURES INC.

Per: _____

**4DEGRÉS COLOCATION INC. /
4DEGREES COLOCATION INC.**

Per: _____

SCHEDULE "A" - LIST OF LENDERS AND COMMITMENTS

The Revolving Facility

The Revolving Facility Lenders	Commitment-(\$)	Commitment (%)<u>Percentage</u>
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 <u>caisses</u> Desjardins du Québec	[Redacted]	[Redacted]
MUFG Bank, Ltd., Canada Branch	[Redacted]	[Redacted]
Citibank, N.A., Canadian Branch	[Redacted]	[Redacted]
Laurentian Bank of Canada	[Redacted]	[Redacted]
Total	\$2,000,000,000	100%

~~The Finvera Term Facility~~

The Term Facility

<u>NAME OF LENDER</u>	<u>TERM FACILITY TRANCHE A</u>	<u>TERM FACILITY TRANCHE B</u>	<u>TERM FACILITY TRANCHE C</u>	<u>TOTAL COMMITMENT</u>	<u>Commitment Percentage</u>
<u>ROYAL BANK OF CANADA</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>NATIONAL BANK OF CANADA</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>THE TORONTO DOMINION BANK</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>THE BANK OF NOVA SCOTIA</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>BANK OF MONTREAL</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>BANK OF AMERICA, N.A., CANADA BRANCH</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>JPMORGAN CHASE BANK, N.A.</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>CANADIAN IMPERIAL BANK OF COMMERCE</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>MUFG BANK, LTD., CANADA BRANCH</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<u>TOTAL</u>	<u>\$700,000,000</u>	<u>\$700,000,000</u>	<u>\$700,000,000</u>	<u>\$2,100,000,000</u>	<u>100%</u>

The Finnvera Term Facility

The Finnvera Term Facility has been repaid in full and cancelled. As such, there are currently no Commitments under the Finnvera Term Facility

Lender	Commitment (\$)	Commitment (%)
Total		

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 June 16, 2015, and as same may have been further amended (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:**

- (a) **Date of Advance:** _____
- (b) **Amount of Advance:** _____
- (c) **Currency of Advance (\$ or US\$):** _____
- (d) **Type of Advance:** _____
- (e) **Designated Period(s) (if any):** _____
- (f) **Maturity Date(s) (if applicable):** _____
- (g) **Payment Instruction (if any):** _____

OR

[We hereby request Advances under the Term Facility of the Credit Agreement as follows:

Term Facility Tranche A

- (a) **Date of Advance:** _____
- (b) **Amount of Advance:** _____
- (c) **Currency of Advance (\$ or US\$):** _____
- (d) **Type of Advance:** _____
- (e) **Designated Period(s) (if any):** _____
- (f) **Maturity Date(s) (if applicable):** _____
- (g) **Payment Instruction (if any):** _____

Term Facility Tranche B

- (h) **Date of Advance:** _____
 - (i) **Amount of Advance:** _____
 - (j) **Currency of Advance (\$ or US\$):** _____
 - (k) **Type of Advance:** _____
 - (l) **Designated Period(s) (if any):** _____
 - (m) **Maturity Date(s) (if applicable):** _____
 - (n) **Payment Instruction (if any):** _____
-

Term Facility Tranche C

- (o) Date of Advance: _____
- (p) Amount of Advance: _____
- (q) Currency of Advance (\$ or US\$): _____
- (r) Type of Advance: _____
- (s) Designated Period(s) (if any): _____
- (t) Maturity Date(s) (if applicable): _____
- (u) 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) All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement together with all of the conditions precedent to an Advance and all other terms and conditions contained in the Credit Agreement have been fully complied with.

(c) 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 June 16, 2015 entered into among VIDÉOTRON LTÉE and, *inter alia*, Royal Bank of Canada as Agent (as amended and restated and in effect on the date hereof, 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 if in respect of the Term Facility, specify under which Term Facility Tranches 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 \$_____ (and if in respect of the Term Facility, specify maximum amount of each Term Facility Tranche).]

Yours truly,

VIDÉOTRON LTÉE

Per: _____

Title: _____

SCHEDULE "B-2" - - INTENTIONALLY DELETED

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~~Facilities identified below (including without limitation any Letters of Credit, Guarantees and Swing Line Advances included in such ~~facilities~~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. The Assignee acknowledges and accepts that the Assignee and the Agent are solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors to each of them under the Credit Agreement and the Derivative Instruments as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*.

1. Assignor:
2. Assignee:

[and is an Affiliate/Approved Fund of [*identify Lender*] ⁺²]

3. Borrower: **VIDÉOTRON LTÉE**

⁺² Select as applicable.

4. Agent: **ROYAL BANK OF CANADA**, as the administrative agent under the Credit Agreement
5. Credit Agreement: [The Amended and Restated Credit Agreement dated as of June 16, 2015 among **VIDÉOTRON LTÉE**, the Lenders parties thereto, **ROYAL BANK OF CANADA**, as Agent, and the other agents parties thereto (as amended and restated and in effect on the date hereof)]
6. Assigned Interest:

Facility Assigned - [Revolving Facility/ <u>Term</u> Facility/([New Facility])]	Aggregate Amount of Commitment/Loan Obligations for all Lenders ²³	Amount of Commitment/Loan Obligations Assigned ³	Percentage Assigned of Commitment/Loan Obligations ²⁴	CUSIP Number

7. [Trade Date:]⁴⁵

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: _____

²³ Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

²⁴ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

⁴⁵ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Consented to and Accepted:

ROYAL BANK OF CANADA, as Agent

By: _____
Title:

[Consented to:] ⁵⁶

ROYAL BANK OF CANADA, as Issuing Lender

By: _____
Title:

VIDÉOTRON LTÉE

By: _____
Title:

⁵⁶ 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.

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STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION1. 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 12.15 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.

⁶⁷ 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.

Company Level	Deal Specific	Facility Specific
Issuer Name	Currency/Amount	Currency/Amount
Location	Date	Type
SIC (Cdn)	Purpose	Purpose
Identification Number(s)	Sponsor	Tenor
Revenue	Financial Covenants	Term Out Option
	Target Company	Expiration Date
*Measurement of Risk	Assignment Language	Facility Signing Date
S&P Sr. Debt	Law Firms	Pricing
		Base
S&P Issuer	MAC Clause	Rate(s)/Spread(s)/BA/LIBOR
Moody's Sr. Debt	Springing lien	Initial Pricing Level
Moody's Issuer	Cash Dominion	Pricing Grid (tied to, levels)
Fitch Sr. Debt	Mandatory Prepays	Grid Effective Date
Fitch Issuer	Restrict'd Payments (Neg Covs)	Fees
S&P Implied	Other Restrictions	Participation Fee (tiered also)
(internal assessment)		Commitment Fee
DBRS		
Other Ratings		Annual Fee
*Industry Classification		Utilization Fee
Moody's Industry		LC Fee(s)
S&P Industry		BA Fee
Parent		Prepayment Fee
Financial Ratios		Other Fees to Market
		Security
		Secured/Unsecured
		Collateral and Seniority of Claim
		Collateral Value
		Guarantors
		Lenders Names/Titles
		Lender Commitment (\$)
		Committed/Uncommitted
		Distribution method
		Amortization Schedule
		Borrowing Base/Advance Rates
		New Money Amount
		Country of Syndication
		Facility Rating (Loss given default)
		S&P Bank Loan
		Moody's Bank Loan
		Fitch Bank Loan
		DBRS
		Other Ratings

* These items would be considered useful to capture from an analytical perspective

SCHEDULE “D” – FORM OF GUARANTEE

GUARANTEE entered into in the City of Montreal, Quebec as of ●, 20●.

BY: ●, a corporation governed by the ●, having its head office at ● (the “**Guarantor**”);

IN FAVOUR OF: **ROYAL BANK OF CANADA**, a bank governed by the Bank Act (Canada), acting for itself and as Agent and solidary creditor for each present and future Lender under the Credit Agreement hereinafter described (the “**Agent**”)

WHEREAS pursuant to an Amended and Restated Credit Agreement dated as of June 16, 2015, among, inter alia, Vidéotron Ltée, as borrower (the “**Borrower**”), the financial institutions that may become parties thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent (as same may be amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Credit Agreement**”), the Guarantor is to provide the Agent with a guarantee of all of the obligations of the Borrower under the Credit Agreement, the Derivative Instruments entered into with Lenders and the Security Documents (each as defined in the Credit Agreement);

WHEREAS pursuant to subsection 18.1.2 of the Credit Agreement, the Agent and each Lender are conferred the legal status of solidary creditors of the Borrower and the Guarantors (as defined in the Credit Agreement) in respect of all amounts, liabilities and other obligations owed by the Borrower and the Guarantors (as so defined) to each of them under the Credit Agreement, the Derivative Instruments entered into with Lenders and under the Security Documents, the whole in accordance with Article 1541 of the Civil Code of Québec (the “**CCQ**”);

WHEREAS pursuant to subsection 18.1.1 of the Credit Agreement, the Agent has been granted the authority to hold any and all Security under the Credit Agreement;

NOW THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. GUARANTEE

1.1 Guarantee

For valuable consideration, the Guarantor hereby solidarily (jointly and severally) with the Borrower and each of the Other Guarantors, as defined in Section 2.1, guarantees to the Agent and each Lender, as solidary creditors of the Guarantor’s obligations hereunder, forthwith after demand therefor made in accordance with the provisions of the Credit Agreement, due and punctual payment of all present and future debts and liabilities, and the performance of all 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 (including under the

Swing Line ~~Facilities~~ Loans), the Derivative Instruments entered into with Lenders and the Security Documents (such obligations as amended, amended and restated, modified, supplemented or renewed, collectively, the “~~Guaranteed~~ Obligation ~~Obligations~~”). The Guarantor expressly renounces to the benefits of division and discussion. The obligation undertaken by the Guarantor pursuant to this Section 1.1 is hereinafter referred to as the “~~Guarantee~~”.

1.2 Guarantee Absolute

The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:

- (a) any lack of validity or enforceability of any of the ~~Guaranteed~~ Obligation ~~Obligations~~; any change in the time, manner or place of payment of the ~~Guaranteed~~ Obligation ~~Obligations~~; or the failure on the part of the Borrower or any of the Other Guarantors to carry out any of the ~~Guaranteed~~ Obligation ~~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 ~~Guaranteed~~ Obligation ~~Obligations~~.

1.3 Recovery as Principal Debtor

Any amount which may not be recoverable from the Guarantor by the Agent on the basis of a guarantee shall be recoverable by the Agent from the 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 the 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 or the other Guarantors within the meaning of the Credit Agreement (the “**Other Guarantors**”) or any of them to the Agent or the Lenders or any of them, or any security therefor including any loss of or in respect of any security received by the Agent or the Lenders or any of them from the Borrower, the Other Guarantors or any other Person. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor’s liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Agent and the Lenders may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower or the Other Guarantors;
- (b) take or abstain from taking or enforcing securities or collateral from the Borrower or the Other Guarantors or from perfecting securities or collateral of the Borrower or the Other Guarantors;
- (c) accept compromises from the Borrower or the Other Guarantors;
- (d) subject to the applicable provisions of the Credit Agreement, apply all money at any time owing from the Borrower or the Other Guarantors or from any collateral security to such part of the Guaranteed ~~Obligation~~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 the Guarantor 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 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
- (e) otherwise deal with the all other Persons and securities 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, the Other Guarantors, any other Person or any securities or collateral they may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.3 Accounts Binding upon the Guarantor

Any account settled or stated in writing by or between the Agent and the Borrower shall be accepted by the Guarantor 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 the Guarantor, the Guarantor may not assert any set-off or counterclaim that the Guarantor or any of the Other Guarantors may have against the Agent and the Lenders or any of them. In particular, any loss of or in respect of any securities received by the Agent and the Lenders or any of them from the Borrower or any other Person, and the failure to perfect any mortgage, hypothec, prior claim or security interest of any nature whatsoever, whether occasioned through the fault or negligence of the Agent and the Lenders or any of them or otherwise, shall not discharge, limit or lessen the liability of the Guarantor under this agreement.

3. CONTINUING GUARANTEE

The Guarantee shall be a continuing guarantee of the Guaranteed ~~Obligation~~Obligations and shall apply to and secure all Guaranteed ~~Obligation~~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 Guaranteed ~~Obligation~~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 Other 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 Guaranteed ~~Obligation~~Obligations for all purposes hereunder. The Guarantor hereby expressly waives the provisions of Articles 2353, 2362 and 2366 of the CCQ.

4. RIGHT TO PAYMENTS

Should the Agent and the Lenders or any of them receive from the Guarantor one or more payments on account of its liability under the Guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the 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 the 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 Guarantor, 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 the 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 Guarantor 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 the Guarantor fails to perform its obligations under parts (b) or (c) of the preceding sentence, the 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, the Guarantor hereby irrevocably postpones any claim or other rights that it may now or hereafter acquire against the Borrower or the Other Guarantors, or any of them, that arise from the existence, payment, performance or enforcement of the 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, or any collateral securing any obligation of the Borrower or the Other Guarantors, or any of them, whether or not such claim, remedy or right arises under contract, including, without limitation, the right to take or receive from the Borrower 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 Guaranteed ~~Obligation~~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 the Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of the Guaranteed ~~Obligation~~Obligations and all other amounts payable under this agreement, such amount shall be held by the 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 Guaranteed ~~Obligation~~Obligations and all other amounts payable under this agreement.

7. GENERAL

7.1 Representations and Warranties

The 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 the Guarantor and to be and remain in effect at all times).

7.2 Covenants

The Guarantor reiterates the covenants made in the Credit Agreement on its behalf by the Borrower (which are hereby deemed to have been made by the Guarantor).

7.3 Payment of Guaranteed ~~Obligation~~ Obligations, Fees and Costs

The 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.

7.4 Currency

- (a) Each payment to be made under the Guarantee will be made in the currency in which the relevant Secured Obligation is payable (the "**Specified Currency**"). To the fullest extent permitted by applicable law, any obligation of the 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 Guarantor 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 Guarantor 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 7.4 constitute separate and independent obligations of the 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 7.4, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

7.5 Discharge

The 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.

7.6 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 the Guarantor, to its address indicated above and otherwise in accordance with the relevant provisions of the Credit Agreement.

7.7 Entire Agreement

Save as provided in Section 7.11, this agreement constitutes the entire agreement between the Guarantor, 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, the Other Guarantors or any of them to the Guarantor, and possession of this agreement by the Agent shall be conclusive evidence against the 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.

7.8 Amendments and Waivers

No amendment to this agreement will be valid or binding unless set forth in writing and duly executed by the 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.

7.9 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, the Guarantor hereby waives any provision of any Laws which renders any provision hereof prohibited or unenforceable in any respect.

7.10 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 executed by the Guarantor.

7.11 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.

7.12 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.

7.13 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 the Guarantor and its successors.

7.14 Authority of Agent

The 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.

7.15 Language

The Guarantor acknowledges that it has 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. *Le soussigné reconnaît avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis*

donnés et poursuites judiciaires intentées relativement ou à la suite de la présente convention, que ce soit directement ou indirectement.

7.16 Executed Copy.

The Guarantor acknowledges receipt of a fully executed copy of this agreement.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on the date and at the place first hereinabove mentioned.

•

Per: _____

Name: •

Title: •

ACCEPTED AND AGREED as of this _____ day of _____:

ROYAL BANK OF CANADA,
in its aforementioned capacities

Per: _____

SCHEDULE “E” – FORM OF SHARE PLEDGE

[NOTE: If Videotron Ltd. is the party granting the pledge of shares, the form needs to be amended accordingly to remove any references to a guarantee]

DEED OF MOVABLE HYPOTHEC WITH DELIVERY granted in Montreal as of this ● day of ●

BY: ●, a company governed by the laws of ● (hereinafter called the “**Grantor**”)

IN FAVOUR OF: **ROYAL BANK OF CANADA**, a bank governed by the Bank Act (Canada), acting for itself and as Agent and solidary creditor for each present and future Lender under the Credit Agreement hereafter described (the “**Creditor**”)

WHEREAS pursuant to the Amended and Restated Credit Agreement dated as of June 16, 2015, among, inter alia, Vidéotron Ltée, as borrower (the “**Borrower**”), the financial institutions that may become parties thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent (as same may be amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Credit Agreement**”), the Grantor shall provide a pledge in favour of the Creditor of all shares and units it owns in its Subsidiaries, including ● (“●”);

WHEREAS pursuant to the Credit Agreement, the Grantor executed in favour of the Creditor a guarantee dated as of ● (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Guarantee**”);

WHEREAS pursuant to subsection 18.1.2 of the Credit Agreement, the Creditor and each Lender are conferred the legal status of solidary creditors of the Grantor in respect of all rights, liabilities and other obligations owed by the Grantor to each of them, the whole in accordance with article 1541 of the *Civil Code of Quebec* (the “**Civil Code**”);

WHEREAS the Creditor, as solidary creditor for each of the Lenders, has been granted the authority to hold any and all Security in respect of the Credit Agreement;

WHEREAS the Grantor has agreed to grant a movable hypothec with delivery on certain property;

NOW THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Credit Agreement.

2. HYPOTHEC

As security for the Obligations, as defined in Section 5, the Grantor hereby hypothecates (the hypothec created hereby being hereinafter called the “**Hypothec**”) the Charged Property (as defined in Section 3) in favour of the Creditor, for a principal amount of \$1,587,000,000, plus an additional amount equal to twenty percent (20%) thereof to secure all costs, accessories and incidental expenses, the whole with interest from the date of this Deed at the rate of twenty-five percent (25%) per annum, calculated daily and compounded monthly, with interest on overdue interest calculated at the same rate and in the same manner.

3. DESCRIPTION OF CHARGED PROPERTY

The property charged by the Hypothec consists of the following securities (the “**Securities**”) owned by the Grantor and which are held by the Creditor or a third Person:

<i>Number of shares, bonds, or other instruments</i>	<i>Description of the Securities and names of debtors appearing on the instruments or notes</i>
•	shares/units of • registered in the name of the Grantor and evidenced by certificate •

together with the following present and future property, without limiting the charges, hypothecs and rights arising by operation of law:

- a) renewals, replacements and substitutions of, and additions to, the Securities, whether arising out of a purchase, redemption, conversion, cancellation or any other transformation of the Securities;
- b) the proceeds, fruits and revenues of the Securities, including (by way of example and without limitation) cash, bank accounts, notes, negotiable instruments, bills, commercial paper, securities, monies, goods, contract rights, and any other movable property, corporeal or incorporeal, received when any of the Securities is sold, exchanged, collected or otherwise disposed of;
- c) any right pertaining to the Securities; and
- d) any other property delivered at any time to the Creditor, (collectively, the “**Charged Property**”).

4. ADDITIONAL PROVISIONS

4.1 Transfer into Creditor’s Name

The Grantor authorizes the Creditor, at any time following an Event of Default, to transfer any Charged Property or any part thereof into its own name or that of its nominee(s) in its capacity as hypothecary creditor so that the Creditor or its nominee(s) may appear as the sole registered owner thereof.

4.2 Voting, etc.



Until the occurrence of an Event of Default which has not been waived, the Grantor shall be entitled to vote any and all Securities and to give consents, waivers, or ratifications in respect thereof, provided that no vote shall be cast or any consent, waiver, or ratification given or any action taken which would violate or be inconsistent with any of the terms of the Credit Agreement or this Deed or any other instrument or agreement relating to the Obligations or which would have the effect of materially impairing the position and interests of the Creditor. All such rights of the Grantor to vote and give consents, waivers and ratifications shall cease in case an Event of Default shall occur which has not been waived whereupon the Creditor shall be entitled, without limiting its other rights and remedies hereunder, to vote all or any part of the Securities whether or not transferred into the Creditor's name and give all consents, waivers and ratifications in respect of the Securities and otherwise act with respect thereto as though it were the outright owner thereof.

4.3 Dividends and other Distributions

Subject to the applicable provisions of the Credit Agreement, if any and so long as an Event of Default has not occurred which has not been waived, the Grantor may collect all cash dividends payable in respect of the Securities, provided that all cash dividends payable in respect of the Securities which are determined by the Creditor, in its absolute discretion, to represent in whole or in part an extraordinary, liquidating or other distribution in return of capital, shall be paid to the Creditor and retained by it as part of the Charged Property.

4.4 Standard of Care

The Creditor shall have no obligation to protest any of the Charged Property, to take any steps to interrupt prescription, to protect the Charged Property against any depreciation or reduction in value, to make any productive use of the Charged Property, or to protect the Grantor against any loss relating in any way to the Charged Property. In addition, the Creditor shall not be obliged to vote with respect to any of the Charged Property in connection with any subscription, conversion or other right relating to the Charged Property, nor in connection with any other matters or proceedings relating to the Charged Property, except where the Creditor is specifically requested in writing to do so and is provided with an indemnity and security which the Creditor considers sufficient, acting reasonably, together with payment of a reasonable fee to be established by the Creditor.

Without prejudice to its other rights hereunder, the Creditor may, at its discretion, comply with all provisions of law with which the holder of any securities comprised within the Charged Property from time to time is required to comply.

5. SECURED OBLIGATIONS

The Hypothec shall secure the performance of all of the obligations of the Grantor to the Creditor (in its aforesaid capacities) arising under or in connection with the Guarantee and the Loan Documents to which it is a party, as from time to time heretofore or hereafter amended, supplemented, amended and restated or otherwise modified from time to time, and all of its obligations to the Creditor hereunder (collectively the "**Obligations**").

The Grantor shall be deemed to have once again obligated itself to perform any future obligation forming part of the Obligations in accordance with the provisions of Article 2797 of the Civil Code.

If the proceeds of realization of the Charged Property following an Event of Default are not sufficient to satisfy all Obligations, the Grantor acknowledges and agrees that the Grantor shall continue to be liable for any remaining Obligations and the Creditor shall remain entitled to full payment thereof.

6. REPRESENTATIONS AND WARRANTIES

The Grantor hereby reaffirms and renews the representations and warranties made by it in the Credit Agreement, and in addition represents and warrants as follows:

6.1 Shareholders' Agreement – Securities

There exists no restriction in the articles, other constating documents or in any agreement, including any shareholders' agreement, that is binding upon the Grantor regarding the assignment or transfer of the Securities which has not been complied with or waived, save and except the required consent of the management committee of ● with respect to the transfer of the Securities.

7. COVENANTS

The Grantor hereby reiterates the covenants made by it in the Credit Agreement and further covenants and agrees as follows:

7.1 Delivery.

It shall immediately remit to the Creditor, or a Person designated by the Creditor, all of the Securities that it owns and shall immediately so remit any Charged Property which comes into the possession of the Grantor, together with any power of attorney, document and confirmation that the Creditor may reasonably request in order to transfer the Charged Property, at any time following an Event of Default, into the name of the Creditor or its nominee.

7.2 Payment of Legal Fees and Other Expenses

It shall:

- a) pay all costs and expenses related to the exercise of all rights created hereby. Such costs and expenses shall include all reasonable fees and expenses of consultants, mandataries or legal counsel retained in case of default; and
 - b) reimburse the Creditor for all costs and expenses incurred by it for the purpose of carrying out the Grantor's obligations or of exercising its rights;
-

provided, however, that the obligations arising from this Section ~~Error! Reference source not found.~~7.2 shall not exceed 20% of the principal amount of the Hypothec.

7.3 Rank of Hypothec

The Hypothec shall always create a first ranking hypothec on the Charged Property (subject only to Permitted Charges).

8. EVENTS OF DEFAULT

The Grantor shall be in default hereunder upon the occurrence of an Event of Default (any such occurrence being referred to herein as an “**Event of Default**”).

9. CREDITOR’S RECOURSES UPON AN EVENT OF DEFAULT

9.1 Surrender

The Grantor shall be deemed to have voluntarily surrendered the Charged Property to the Creditor if it has not opposed the Creditor’s recourse within 20 days of its receipt of a prior notice of the exercise of hypothecary rights.

9.2 Additional Rights

In order to protect or to realize upon the Charged Property, the Creditor shall be free, at the Grantor’s expense, at any time following an Event of Default which is continuing, to do any or all of the following:

- a) alienate or dispose of any Charged Property which may depreciate rapidly;
- b) perform any of the Grantor’s obligations;
- c) exercise any right attached to the Charged Property;
- d) acquire the Charged Property.

The Creditor shall not be bound to exercise the same hypothecary rights against all of the Charged Property, and may exercise different rights against different types of Charged Property or even against different elements of the Charged Property which are of the same type.

9.3 Good Faith

The Creditor shall exercise its rights in good faith, in a reasonable manner, taking into account all circumstances, in order to attempt to reduce the obligations of the Grantor to the Creditor.

9.4 Relations with the Grantor and Others

The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, with

other Persons and with the Charged Property as the Creditor may see fit without diminishing the liability of the Grantor and without prejudice to the Creditor's rights pursuant to this Deed.

9.5 No Security by Creditor

The Creditor shall not be bound to make an inventory, to take out insurance or to furnish any security of any nature whatsoever.

9.6 Special Provisions - Taking in Payment

If the Creditor elects to exercise its right to take in payment and the Grantor requires that the Creditor instead sell the Charged Property on which such right is exercised, the Grantor hereby acknowledges that the Creditor shall not be bound to abandon its action in taking in payment unless, prior to the expiry of the time period allocated for surrender, the Creditor:

- a) has been granted security satisfactory to it to ensure that the proceeds of sale of the Charged Property will be sufficient to enable the Creditor to be paid in full;
- b) has been reimbursed for all costs and expenses incurred in connection with this Deed, including all fees of consultants and legal counsel; and
- c) has been advanced the necessary sums for the sale of the Charged Property.

The Grantor further acknowledges that the Creditor alone is entitled to select the type of sale it may wish to conduct or have conducted.

9.7 Sale by the Creditor

Where the Creditor sells the Charged Property itself, it shall not be required to obtain any prior valuation by a third party. The Creditor may elect to sell the Charged Property with legal warranty given by the Grantor or with a complete or partial exclusion of such warranty.

10. MISCELLANEOUS

10.1 Hypothec Constitutes Additional Security

The Hypothec created hereby is in addition to and not in substitution or replacement for any other hypothec or security held by the Creditor.

10.2 Investment of Charged Property

The Creditor shall be free to invest any monies or instruments received or held by it in pursuance of this Deed or to deposit same in a non-interest bearing account without having to comply with any provisions of the Civil Code concerning the investment of the property of others.

10.3 Recourses Cumulative

The rights and recourses of the Creditor under this Deed are cumulative and do not exclude any other rights and recourses which the Creditor might have. No omission or delay on the part of

the Creditor in the exercise of any right shall have the effect of operating as a waiver of such right. The partial or sole exercise of a right or power will not prevent the Creditor from exercising thereafter any other right or power.

10.4 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be of no effect 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.

10.5 Amendment

No amendment to this Deed will be valid or binding unless set forth in writing and duly executed by the Grantor and the Creditor, duly authorized by the Lenders in accordance with the provisions of the Credit Agreement. No waiver of any breach of any provision of this Deed will be effective or binding unless made in writing and signed by the Creditor, 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.

10.6 Delegation

The Creditor shall be free to delegate to any Person or Persons the exercise of its rights, actions or the performance of any covenant resulting from this Deed or law; in such case, the Creditor may supply such Person with any information it holds relating to the Grantor or to the Charged Property.

10.7 Performance by Creditor

At any time following the occurrence of an Event of Default and while same subsists, the Creditor shall be free to perform any of the Grantor's obligations under this Deed. It may then immediately request payment of any expense incurred in doing so, including interest on the Prime Rate Basis.

10.8 Creditor as Mandatary

The Creditor is hereby designated, effective upon the occurrence of an Event of Default and while same subsists, as the irrevocable mandatary of the Grantor with full powers of substitution for the purposes of Section 10.7 or for the purpose of carrying out any and all acts and executing any and all deeds, proxies or other documents which the Creditor may deem useful in order to exercise its rights or which the Grantor neglects or refuses to execute or to carry out.

10.9 Liability of Creditor

The Creditor shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. The Creditor shall not be responsible for any loss occasioned by its taking possession of Charged Property or enforcing the terms of this Deed, nor for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, nor for any act, default or

misconduct of any agent, mandatary, broker, officer, employee or other Person acting for or on behalf of the Creditor. The Creditor shall be accountable only for such monies as it shall actually receive. The liability of the Creditor or, if applicable, the third party appointed to hold the Charged Property, shall be limited to exercising in regard to the Charged Property the same degree of care which it gives to similar property held at the same location.

10.10 Benefit of Agreement

The rights hereby conferred upon the Creditor shall benefit all of its successors, including any entity resulting from the merger of the Creditor with any other Person or Persons.

10.11 Notice

Any notice to the Grantor or the Creditor shall be delivered in the manner set forth in the Credit Agreement.

10.12 Understanding of Grantor

The Grantor hereby acknowledges having read this Deed and having received adequate explanations as to the nature and scope of its provisions and as to the obligations deriving therefrom.

10.13 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Province of Quebec.

10.14 Language

The parties acknowledge that they have required that the present Deed, as well as all documents, notices and legal proceedings executed, given or instituted pursuant or relating directly or indirectly hereto, be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du présent acte, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées à la suite de ou relativement à celui-ci, que ce soit directement ou indirectement.

SIGNED as of the date and at the place first hereinabove mentioned.

•

By: _____

Name: •

Title: •

ACCEPTED AND AGREED THIS _____ day of ●, 20●.

ROYAL BANK OF CANADA, in its
aforementioned capacities

By: _____

SCHEDULE "F" - OFFICER'S CERTIFICATE

I, the undersigned, _____, solely in my capacity as _____ of Vidéotron Ltée (the "**Borrower**"), and not in my personal capacity, do hereby certify as follows:

- (a) I have taken cognizance of all the terms and conditions of the Amended and Restated Credit Agreement (the "**Credit Agreement**") dated as of July 20, 2011, entered into, *inter alia*, among the Borrower, Royal Bank of Canada, as Agent and Lender, and the Lenders party thereto, as well as of all contracts, agreements and deeds pertaining thereto; and
- (b) no Default or Event of Default has occurred nor exists thereunder; and
- (c) the corporate structure of the VL Group is as set out in the diagram attached to this certificate;
- (d) each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
- (e) all property to be charged by the Security Documents is located in the jurisdictions described in a schedule hereto.

All expressions referred to herein have the meanings ascribed to them in the Credit Agreement.

Executed at the City of Montreal, Province of Quebec this 20th day of July, 2011.

SCHEDULE "G" - INTENTIONALLY DELETED

SCHEDULE "H" – EXISTING DEBT FROM ADDITIONAL OFFERINGS, AT THE CLOSING DATE

<u>Description</u>	<u>Amount</u>
6 7/8% Senior Notes due 2014	US\$650,000,000
6 3/8% Senior Notes due 2015	US\$175,000,000
9 1/8% Senior Notes due 2018	US\$715,000,000
7 1/8% Senior Notes due 2020	Cdn.\$300,000,000
6 7/8% Senior Notes due 2021	Cdn.\$300,000,000

SCHEDULE "1" – PROPERTY OF THE VL GROUP

1. List of immovable properties owned by members of the VL Group:

(i) Vidéotron Ltée

– 200, rue Claire-Fontaine ouest	Alma	Québec
– Chemin Belter, Partie du lot 8C 5ième rang, (Buckingham)	Ange-Gardien	Québec
– 1015, Monseigneur de Laval	Baie Saint-Paul	Québec
– 367, rue de la Briquade	Blainville	Québec
– 113, rue Rivière	Bromont	Québec
– 42 rue Pelletier	Cabano	Québec
– 221 Boul. Springer	Chapais	Québec
– 385 rue Gagnon	Chibougamau	Québec
– 111 et 113 rue Vallilée	Chûte aux Outardes	Québec
– 306 Chemin Bellevue	Coaticook	Québec
– Anse to Norbert, Lot 47-1 du rang 5	Colombier	Québec
– 798 Chemin St-Jacques	Crabtree	Québec
– 1370, rue des Érables	Dolbeau-Mistassini	Québec
– 1650, rue Bernier	Drummondville	Québec
– 190 rue Edmonton, arrondissement Hull	Gatineau	Québec
– 407, Boul. Saint-René E	Gatineau	Québec
– 210, rue St-Urbain	Granby	Québec
– 27 rue Claude-Jodoin	Kirkland	Québec
– 60, rue Dassylva, Ptie du lot 169, Rang Ste-Mathilde	La Malbaie	Québec
– Chemin des loisirs, Lots 602-661	La Malbaie	Québec
– 88 avenue Bouchard est	La Pocatière	Québec
– 137, rue Millway	Lachute	Québec
– 202, route 170	L'Anse-Saint-Jean	Québec
– 122 - 124 , rue Olivier	Laurier-Station	Québec
– 1 rue de la Station	Laval	Québec
– 3665 rue Ste-Rose	Laval	Québec
– 223 route des Îles	Lévis	Québec
– 1072, Boul. Taschereau	Longueuil	Québec
– 3700 boul. Losch, Arrondissement St-Hubert	Longueuil	Québec
– 3750 rue Richelieu, Arrondissement St-Hubert	Longueuil	Québec
– 1880, boul. Industriel	Magog	Québec
– 31 rue Comeau	Maniwaki	Québec
– 397 Boul. St-Jean Baptiste	Mercier	Québec
– 61 2e Rang ouest, (Partie du lot 45A-54 du rang), Lac to la Croix	Métabetchouan	Québec
– Chemin du Sous-bois, Lot 160-P et 166-P	Mont St-Grégoire	Québec
– 207, rue Villeneuve	Mont-Laurier	Québec
– 1217 Notre-Dame Est	Montréal	Québec
– 14,165 rue Cherrier	Montréal	Québec
– 150, rue Beaubien ouest	Montréal	Québec
– 2155 Boul. Pie IX	Montréal	Québec
– 2835 boul. Pitfield, arrondissement Saint-Laurent	Montréal	Québec
– 4002 rue Ethel, arrondissement Verdun	Montréal	Québec
– 8100, rue Edison, arrondissement Anjou	Montréal	Québec
– 8101, boul. Métropolitain est, arrondissement Anjou	Montréal	Québec
– 4761, avenue Desjardins	Notre-Dame de la Doré	Québec
– 125, rue St-Jacques	Notre-Dame de Portneuf	Québec
– 103, rue Major	Papineauville	Québec
– 638 rue Principale	Pohenegamook	Québec

- 2125, rue Branly, arrondissement Ste-Foy	Québec	Québec
- 2200, rue Jean-Perrin	Québec	Québec
- Côte-Bédard, Lot 1338490	Québec	Québec
- 53 Montée Taillardat, rang 1, Lot 31-18-21	Ragueneau	Québec
- 432, rue Félix-Duclos, arrondissement Le Gardeur	Repentigny	Québec
- 166, 9ième avenue	Richmond	Québec
- 2830, rue Galt Ouest	Sherbrooke	Québec
- 254 chemin des Patriotes	Sorel	Québec
- 258 Chemin des Patriotes	Sorel	Québec
- 35 Route 277 (533 Rte Bégin)	St-Anselme	Québec
- Chemin Beaudoin, (Beebe)	Stanstead	Québec
- Côte Ste-Anne, Partie du lot 223-25	Ste-Anne-de-Beaupré	Québec
- Rang Taché est, lot 27-3 Rg A, Canton de Lafontaine	Ste-Perpétue	Québec
- 384, rue du Parc	St-Eustache	Québec
- 1183 rue Dufresne	St-Félicien	Québec
- 1258, boul. Sacré-Coeur	St-Félicien	Québec
- rue Landry, Lot 34-B6	St-Honoré	Québec
- 6995, rue Picard	St-Hyacinthe	Québec
- 969, Boul. St-Antoine	St-Jérôme	Québec
- Chemin de Desserte Sud	St-Louis de Blandford	Québec
- 4207, rue Bernard-Pilon	St-Mathieu de Beloeil	Québec
- 318 avenue Lajoie	St-Pascal de Kamouraska	Québec
- Rang 4 lot 12A-27	St-Paul-de-Montminy	Québec
- 150 rue St-David	St-Siméon	Québec
- 720, rang Brulé	St-Thomas	Québec
- 1540 chemin St-Charles, (Lachenaie)	Terrebonne	Québec
- 664 St-Désiré	Thetford Mines	Québec
- 144 rue St-Laurent, (Cap-de-la-Madeleine)	Trois-Rivières	Québec
- rue des Prairies, Lots 556-13, 556-14, (Cap-de-la-Madeleine)	Trois-Rivières	Québec
- Ptie lot 272-30	Varenes	Québec
- 2476, rue Henry-Ford	Vaudreuil, Dorion	Québec
- 2785 chemin St-Antoine	Vaudreuil, Dorion	Québec
- 290, rue Notre-Dame	Victoriaville	Québec
- 298 to 300 rue Notre-Dame	Victoriaville	Québec
- Lot 981-2	Waterloo	Québec

- The cable television networks and cable lines and systems including, without limiting the foregoing, the following land files opened at the Register of Public Service Networks and Immovables situated in the following registration divisions:

- ARGENTEUIL	74-B-9
	74-B-11
	74-B-12
	74-B-13
	74-B-14
	74-B-15
	74-B-16
	74-B-17
- ARTHABASKA	34-B-179
	34-B-180
	34-B-181
	34-B-199
- BEAUCE	23-B-15 278

-	BEAUHARNOIS	70-B-9 70-B-10 70-B-11 70-B-12 70-B-14 to 70-B-181
-	BELLECHASSE	15-B-1 15-B-3 15-B-7 15-B-8 15-B-93 to 15-B-116
-	BERTHIER	49-B-36 49-B-37 BROME 38-B-1088 38-B-1089
-	CHAMBLY	56-B-116 56-B-117 56-B-125
-	CHAMPLAIN	32-B-18 32-B-19
-	CHARLEVOIX NO. 1	11-B-18 11-B-19 11-B-23 to 11-B-190
-	CHARLEVOIX NO. 2	12-B-13 to 12-B-120
-	CHÂTEAUGUAY	69-B-10 69-B-11
-	CHICOUTIMI	94-B-164 94-B-165 94-B-167 94-B-168 94-B-18 637 to 94-B-18 744
-	COATICOOK	59-B-497 59-B-498 59-B-499 59-B-500
-	COMPTON	25-B-1163 25-B-1164 25-B-1165 25-B-1166 25-B-1167 25-B-1168 25-B-1169 25-B-1170
-	DEUX-MONTAGNES	73-B-6 73-B-8 73-B-16 73-B-17 73-B-18

		73-B-19
-	DORCHESTER	22-B-12 22-B-53 22-B-54
-	DRUMMOND	41-B-9759
-	GATINEAU	78-B-12 78-B-13 78-B-14 78-B-15 78-B-16 78-B-17 78-B-18 78-B-19
-	HULL	79-B-6 79-B-7
-	JOLIETTE	58-B-19 58-B-20
-	KAMOURASKA	10-B-8 10-B-9 10-B-12 10-B-13 10-B-14 10-B-15 10-B-16 10-B-17 10-B-18 10-B-19 10-B-344 to 10-B-391
-	LABELLE	76-B-15 76-B-16
-	LAC-ST-JEAN-EST	93-B-953 to 93-B-1090
-	LAC-ST-JEAN-OUEST	90-B-147 90-B-148 90-B-1 291 to 90-B-1 482
-	LAPRAIRIE	66-B-1053 66-B-1054
-	L'ASSOMPTION	62-B-9 62-B-10 62-B-11 62-B-12 LAVAL 64-B-6 64-B-7 64-B-8 64-B-9 LÉVIS 21-B-127 21-B-128

21-B-669 to 21-B-824

- L'ISLET
 - 13-B-13
 - 13-B-14
 - 13-B-15
 - 13-B-16
 - 13-B-17
 - 13-B-18
 - 13-B-19
 - 13-B-20
 - 13-B-21
 - 13-B-22
 - 13-B-23
 - 13-B-24
 - 13-B-109 to 13-B-132

 - LOTBINIÈRE
 - 28-B-1
 - 28-B-113
 - 28-B-117
 - 28-B-118

 - MASKINONGÉ
 - 47-B-17

 - MISSISQUOI
 - 54-B-1366
 - 54-B-1367
 - 54-B-1368
 - 54-B-1369
 - 54-B-1370
 - 54-B-1371
 - 54-B-1372
 - 54-B-1373
 - 54-B-1375

 - MONTCALM
 - 61-B-13
 - 61-B-16
 - 61-B-17

 - MONTMAGNY
 - 14-B-1
 - 14-B-4
 - 14-B-7
 - 14-B-8
 - 14-B-15
 - 14-B-16
 - 14-B-101 to 14-B-124

 - MONTMORENCY
 - 17-B-29
 - 17-B-42
 - 17-B-43

 - MONTRÉAL
 - 65-B-3246
 - 65-B-3247
 - 65-B-3248
 - 65-B-3249
 - 65-B-3250
 - 65-B-3251
 - 65-B-3252
 - 65-B-3253
 - 65-B-3254
 - 65-B-3255
-

		65-B-3256 65-B-3257
-	NICOLET (NICOLET 2)	46-B-238 and 46-B-239 46-B-226 to 46-B-237 46-B-240 to 46-B-261 46-B-370
-	PAPINEAU	75-B-15 75-B-16 75-B-17 75-B-18 75-B-19 75-B-20
-	PORTNEUF	29-B-41 29-B-42 29-B-43 29-B-44
-	QUÉBEC	20-B-120 20-B-126 20-B-127 20-B-128 20-B-129 20-B-226 to 20-B-357 20-B-10730 to 20-B-10969
-	RICHELIEU	50-B-4 50-B-6 50-B-7 50-B-8 50-B-9
-	RICHMOND	35-B-6 35-B-7 35-B-11 35-B-12 35-B-13 35-B-14
-	RIMOUSKI	07-B-8 07-B-20 07-B-42 07-B-335 to 07-B-406
-	ROUVILLE	52-B-121 52-B-122 52-B-123 52-B-124 52-B-125 52-B-126
-	SAGUENAY	97-B-41 97-B-42 97-B-43 97-B-44 97-B-45 97-B-46

		97-B-47
		97-B-48
-	SAINT-HYACINTHE	51-B-117
		51-B-124
		51-B-133
		51-B-134
		51-B-135
		51-B-136
-	SAINT-JEAN	55-B-1135
		55-B-1136
-	SHAWINIGAN	45-B-101
-	SHEFFORD	39-B-256
		39-B-257
		39-B-258
		39-B-259
		39-B-260
		39-B-261
-	SHERBROOKE	36-B-1584
		36-B-1585
		36-B-1586
		36-B-1587
		36-B-1588
		36-B-1589
		36-B-1590
		36-B-1591
		36-B-1592
		36-B-1593
		36-B-1594
		36-B-1595
		36-B-1596
		36-B-1597
		36-B-1598
		36-B-1600
		36-B-1602
-	STANSTEAD	37-B-10
		37-B-11
-	TÉMISCOUATA	09-B-64
		09-B-65
		09-B-66
		09-B-67
		09-B-346 to 09-B-417
-	TERREBONNE	63-B-25
		63-B-26
		63-B-27
		63-B-28
		63-B-29
		63-B-30
		63-B-31
		63-B-32
-	THETFORD	30-B-13

- 30-B-14
- TROIS-RIVIÈRES
 - 44-B-8
 - 44-B-9
 - 44-B-10
 - 44-B-33 to 44-B-34
 - 44-B-21 to 44-B-32
 - 44-B-35 to 56
 - 44-B-165
- VAUDREUIL
 - 72-B-12
 - 72-B-13
 - 72-B-14
 - 72-B-15
 - 72-B-545 to 72-B-713
- VERCHÈRES
 - 57-B-114
 - 57-B-116
 - 57-B-117

(ii) Vidéotron G.P.

- rue Saint-Jacques St-Jean sur Richelieu Québec

- The cable television networks and cable lines and systems including, without limiting the foregoing, the land files opened at the Register of Public Service Networks and Immovables situated in all registration divisions of the Land Registry Office of Québec including the following:

- BEAUCE 23-B-15 279
 - CHAMBLY 56-B-960
 - DEUX-MONTAGNES 73-B-978
 - DRUMMOND 41-B-9 761
 - GATINEAU 78-B-4 286
 - HULL 79-B-641
 - MISSISQUOI 54-B-1 424
 - MONTMORENCY 17-B-82
 - MONTRÉAL 65-B-56 530
 - PAPINEAU 75-B-5 552
 - QUÉBEC 20-B-12 400 20-B-12 405
 - RICHMOND 35-B-5 931
 - SHERBROOKE 36-B-8 994
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- TERREBONNE 63-B-11 499
- VAUDREUIL 72-B-3 695

2. List of premises occupied by members of the VL Group

(i) Vidéotron Ltée

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(ii) 9230-7677 Québec Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(iii) Vidéotron S.E.C. / Videotron L.P.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(iv) 9227-2590 Québec Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(v) Vidéotron S.E.N.C. / Videotron G.P.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

- Leased sites for antennas in the Province of Québec

- 1405, Pentecostal Road	Cobourg	Ontario
- 3500, Ave Steeles	Markham	Ontario
- 3240, Rte Mavis	Mississauga	Ontario
- 6535, Blv. Millcreek	Mississauga	Ontario
- 861, Redwood Square	Mississauga	Ontario
- 1200 boul St-Laurent, (St-Laurent Shopping Centre)	Ottawa	Ontario
- 250, Albert Street	Ottawa	Ontario
- 403, Somerset Street	Ottawa	Ontario
- 100, King Street West	Toronto	Ontario
- 100, Wellington Street	Toronto	Ontario
- 101, Bloor Street	Toronto	Ontario
- 130, Adelaide St. West	Toronto	Ontario
- 130, King Street West	Toronto	Ontario
- 151, Front Street	Toronto	Ontario
- 161, Bay Street	Toronto	Ontario
- 20 Bay Street	Toronto	Ontario
- 20/40 Dundas/595 Bay Street	Toronto	Ontario
- 200, Bay Street, North Tower Royal Bank Plaza	Toronto	Ontario
- 222, Bay Street	Toronto	Ontario
- 245, Consumers	Toronto	Ontario
- 25, Adelaide Street East	Toronto	Ontario
- 250, Yonge Street	Toronto	Ontario
- 320, Bay Street	Toronto	Ontario
- 333 King Street East	Toronto	Ontario
- 333, King East	Toronto	Ontario

-	4, Banigan Blvd.	Toronto	Ontario
-	4100 Yonge Street	Toronto	Ontario
-	438, University Street	Toronto	Ontario
-	60, Adelaide Street East	Toronto	Ontario
-	60, Bloor Street	Toronto	Ontario
-	66, Wellington St. West	Toronto	Ontario
-	777, Bay Street	Toronto	Ontario
-	95, Wellington Street	Toronto	Ontario
-	7999, boul. Galeries d'Anjou, Kiosque #Z-035, Les Galeries d'Anjou	Anjou	Québec
-	115 rue Principale	Aylmer	Québec
-	1011, rue Larue	Beauport	Québec
-	600, Sir Wilfrid Laurier, #K-9, (Mail Montenach)	Beloil	Québec
-	650 chemin du Lac	Boucherville	Québec
-	2151, Boul. Lapinière	Brossard	Québec
-	6955, Boul. Taschereau	Brossard	Québec
-	9380, rue Leduc suite 45	Brossard	Québec
-	190 rue Fusey	Cap-de-la-Madeleine	Québec
-	1401, Boul. Talbot	Chicoutimi	Québec
-	21, rue Racine ouest	Chicoutimi	Québec
-	745, 43ième avenue, et 10,425 Côte de Liesse	Dorval	Québec
-	755 René-Lévesque, Kiosque #03060, Les Promenades Drummondville	Drummondville	Québec
-	1100, Boul. Maloney ouest	Gatineau	Québec
-	1160, boul. St-Joseph	Gatineau	Québec
-	171-A, rue Jean-Proulx, arrondissement Hull	Gatineau	Québec
-	320, Boul. St-Joseph	Gatineau	Québec
-	500, rue Gréber	Gatineau	Québec
-	40, rue Évangeline	Granby	Québec
-	619, rue Cowie	Granby	Québec
-	1075 Firestone, Magasin #1070	Joliette	Québec
-	1075, Boul Firestone	Joliette	Québec
-	480, rue St-Pierre	Joliette	Québec
-	175, (PDLN-PDLS)	Lac Jacques Cartier	Québec
-	7077, Newman	Lasalle	Québec
-	1600, boul. Le Corbusier, Local 117, Centre Laval	Laval	Québec
-	2205, rue Francis-Hugues	Laval	Québec
-	3003, Boul. Le Carrefour, Kiosque ZM09 & magasin A016	Laval	Québec
-	3665 boul. Ste-Rose	Laval	Québec
-	317, rue Marion	Legardeur	Québec
-	631 route 138, Longue Rive	Les Escoumins	Québec
-	1200 Alphonse-Desjardins, 3100, (Les Galeries Chagnon)	Lévis	Québec
-	6600, Boul. de la Rive-Sud	Lévis	Québec
-	1111 rue St-Charles O., local 130, 135 et 5e étage	Longueuil	Québec
-	80, rue St-Laurent	Longueuil	Québec
-	825, rue Saint-Laurent Ouest	Longueuil	Québec
-	2305, Chemin Rockland, Kiosque K135 & Entrepôt E281	Mont Royal	Québec
-	4480, rue Côte-de-Liesse	Mont Royal	Québec
-	1 Place Ville Marie	Montréal	Québec
-	1000, rue Gauchetière ouest	Montréal	Québec
-	1080, rue Beaver Hall	Montréal	Québec
-	1190-1192, Ste-Catherine ouest	Montréal	Québec
-	1205, rue Papineau	Montréal	Québec
-	1441, rue Carrie-Derick	Montréal	Québec
-	150, rue Beaubien ouest, Stationnement Home Depot	Montréal	Québec
-	1500, avenue Atwater, Plaza Alexis-Nihon	Montréal	Québec

-	1550, rue Metcalfe (1455 Peel)	Montréal	Québec
-	1755, Boul. René-Lévesque Est, Local 003	Montréal	Québec
-	1801 McGill College, 8e étage	Montréal	Québec
-	1981, rue McGill College	Montréal	Québec
-	2000, rue Berri	Montréal	Québec
-	2150 rue Moreau	Montréal	Québec
-	249, rue St-Antoine ouest	Montréal	Québec
-	3, Complexe-Desjardins, Espace N1-4, N2-23, E2-23,S2-3	Montréal	Québec
-	405, rue Ogilvy	Montréal	Québec
-	4050, Boul. Rosemont	Montréal	Québec
-	4201 Saint-Denis	Montréal	Québec
-	4220, de Rouen	Montréal	Québec
-	4500 rue Hochelaga	Montréal	Québec
-	4545, rue Frontenac	Montréal	Québec
-	5, Complexe Desjardins, Niveau Promenade	Montréal	Québec
-	500, rue René-Lévesque Ouest	Montréal	Québec
-	500, rue Sherbrooke Ouest	Montréal	Québec
-	5252, rue Maisonneuve ouest	Montréal	Québec
-	5800, rue St-Denis	Montréal	Québec
-	612 Saint-Jacques	Montréal	Québec
-	6528, rue Waverly	Montréal	Québec
-	6600 rue Saint-Urbain	Montréal	Québec
-	705, rue Ste-Catherine Ouest	Montréal	Québec
-	7275 rue Sherbrooke est	Montréal	Québec
-	7355, rue Coffee	Montréal	Québec
-	740, rue Notre-Dame Ouest	Montréal	Québec
-	800, de la Gauchetière ouest, Local #1160, Niveau 1, Place Bonaventure	Montréal	Québec
-	800, de la Gauchetière ouest, Local 1130, Niveau 1, Place Bonaventure	Montréal	Québec
-	8147 rue Sherbrooke	Montréal	Québec
-	888 rue de Maisonneuve	Montréal	Québec
-	2305 Chemin Rockland, Kiosque #K114	Mont-Royal	Québec
-	KM 108, route 175	Parc des Laurentides	Québec
-	KM 187, route 175	Parc des Laurentides	Québec
-	237, rue Hymus	Pointe-Claire	Québec
-	6801, route Trans-Canadienne	Pointe-Claire	Québec
-	1000, Ave Myrand, arrondissement Ste-Foy	Québec	Québec
-	1050 Lous-Alexandre-Taschereau, Adresse secondaire:, 1035, rue Chevrotière	Québec	Québec
-	150 René-Lévesque est	Québec	Québec
-	150, Boul. René Lévesque, Local 202	Québec	Québec
-	2700, Boulevard Laurier, arrondissement Ste-Foy	Québec	Québec
-	552, Wilfrid-Hamel	Québec	Québec
-	Les Galeries de la Capitale, 5401, boul. des Galeries	Québec	Québec
-	100, Boul. Brien	Repentigny	Québec
-	288, rue Pierre-Saindon	Rimouski	Québec
-	15, rue de la Chute	Rivière-du-Loup	Québec
-	401, Boul. Labelle	Rosemère	Québec
-	3103 Boul. Royal, Plaza de la Mauricie, Kiosque #K4	Shawinigan	Québec
-	3330 rue King Ouest	Sherbrooke	Québec
-	Carrefour de L'Estrie	Sherbrooke	Québec
-	262-274, boul. Fiset, Local 274	Sorel	Québec
-	Les Promenades St-Bruno, 1, boul. des Promenades, Kiosque #Z-037	St-Bruno	Québec
-	3200, Boulevard Laframboise, Kiosque 5120, Galerie St-Hyacinthe	St-Hyacinthe	Québec
-	145, rue Latour	St-Jean sur Richelieu	Québec

-	420, Boul. Industriel	St-Jean sur Richelieu	Québec
-	600, rue Pierre-Caisse, Carrefour Richelieu, Local 00442	St-Jean sur Richelieu	Québec
-	900, boul. Grignon, (Carrefour du Nord)	St-Jérôme	Québec
-	3131, Boul. Côte Vertu	St-Laurent	Québec
-	3700, rue Griffith	St-Laurent	Québec
-	6315, Chemin Côte-de-Liesse	St-Laurent	Québec
-	3598, rue Bernard Pilon	St-Mathieu de Beloeil	Québec
-	840, rue de L'Église	St-Romuald	Québec
-	1185, boul. Moody, magasin 100, (Galeries de Terrebonne)	Terrebonne	Québec
-	1075, rue Champflour	Trois-Rivières	Québec
-	Centre Commercial Les Rivières, 4225, Boul. des Forges, Kiosque #K87	Trois-Rivières	Québec
-	1000, rue St-Charles	Vaudreuil, Dorion	Québec
-	90, rue Charbonneau	Vaudreuil, Dorion	Québec
-	5, rue Commerce	Verdun	Québec

(vi) Videotron US Inc.

- Suite 1410, The Nemours Building, 1007 Orange Street, County of New Castle, Wilmington, Delaware, 19801, United States of America (Registered office)

(vii) Vidéotron Infrastructures Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8
- Leased sites for antennas in the Province of Québec

(viii) Le SuperClub Vidéotron Ltée

-	612 rue Saint-Jacques, Montréal Québec H3C4M8		
-	305, rue Sherbrooke Ouest	Montréal	Québec
-	4076, rue Wellington	Verdun	Québec
-	184 Scott Street	St. Catharines	Ontario
-	1040-1096 Princess St.	Kingston	Ontario
-	125 Stewart Blvd.	Brockville	Ontario
-	Heritage Sq., 6 Speers Blvd.	Amherstview	Ontario
-	4245, rue Jean-Talon Est	Saint-Léonard	Québec
-	3101, rue Masson	Montréal	Québec
-	1747, rue Fleury Est	Montréal	Québec
-	180, boul. d'Anjou	Châteauguay	Québec
-	2930, ch. Chambly	Longueuil	Québec
-	1027, boul. St-Joseph	Drummondville	Québec
-	210, ch. d'Aylmer	Gatineau	Québec
-	2309, rue St-Hubert	Jonquière	Québec
-	12886, rue Sherbrooke Est	Pointe-aux-Trembles	Québec
-	2552, rue Beaubien Est	Montréal	Québec
-	66, boul. Jacques-Cartier Nord	Sherbrooke	Québec
-	2635, av. Van Horne	Montréal	Québec
-	5632, boul. Henri-Bourassa Est	Montréal-Nord	Québec
-	2033, rue Principale	Sainte-Julie	Québec
-	400, route 132, local 122	Saint-Constant	Québec
-	840, boul. de l'Ange-Gardien Nord	L'Assomption	Québec
-	690, ch. de St-Jean	La Prairie	Québec
-	4250, 1 ^{ère} avenue, local 40A	Charlesbourg	Québec

-	1300, boul. St-Jean Baptiste	Montréal	Québec
-	3730, rue Ontario Est	Montréal	Québec
-	426, rue Principale	Lachute	Québec
-	5645, boul. Grande-Allée	Brossard	Québec
-	5144, rue Frontenac	Lac-Mégantic	Québec
-	882, boul. des Seigneurs	Terrebonne	Québec
-	1205, rue de Neuville, local 103	Gatineau	Québec
-	50 Main Street East	Hawkesbury	Ontario
-	554, boul. St-Laurent,	Louiseville	Québec
-	3343, rue Jarry Est	Montréal	Québec
-	3759, ch. d'Oka	Saint-Joseph-du-Lac	Québec
-	9770, rue Lajeunesse	Montréal	Québec
-	346 North Front Street	Belleville	Ontario
-	1080 Adelaide Street N.	London	Ontario
-	1200 rue de la Faune	Québec	Québec
-	100, boul. Brien	Repentigny	Québec
-	2350, boul. Ste-Anne	Québec	Québec
-	2236 Boul. Des Laurentides	Vimont, Laval	Québec
-	3490, boul. des Forges	Trois-Rivières	Québec
-	523, boul. Curé-Labelle	Fabreville	Québec
-	1010, boul. King Est	Sherbrooke	Québec
-	97, rue St-Germain Ouest	Rimouski	Québec
-	9115, boul. de L'Ormière	Québec	Québec
-	4073, boul. Royal	Shawinigan	Québec
-	379, boul. Bois-Francis Sud	Victoriaville	Québec
-	1330, av. du Mont-Royal Est	Montréal	Québec
-	455, boul. de Mortagne	Boucherville	Québec
-	355, boul. Gréber	Gatineau	Québec
-	855, boul. René-Lévesque Ouest	Québec	Québec
-	1, rue Dufferin	Salaberry-de-Valleyfield	Québec
-	481, boul. des Laurentides	Saint-Jérôme	Québec
-	2190, av. Larue	Beauport	Québec
-	2600, boul. Casavant Ouest	Saint-Hyacinthe	Québec
-	10750, boul. Lacroix	Saint-Georges	Québec
-	7000, av. de la Plaza	Sorel-Tracy	Québec
-	2105, boul. Curé-Labelle	Chomedey, Laval	Québec
-	1000, rue Cours Le Corbusier	Boisbriand	Québec
-	961, boul. Talbot	Chicoutimi	Québec
-	199, boul. Labelle	Rosemère	Québec
-	5780, boul. Gouin Ouest	Montréal	Québec
-	150, boul. des Laurentides	Pont-Viau, Laval	Québec
-	999, rue Pie XI	Thetford Mines	Québec
-	1866, av. Industrielle	Val-Bélair	Québec
-	803A, boul. Curé-Labelle	Blainville	Québec
-	50, Route du Président Kennedy, Local 170	Lévis	Québec
-	8256, boul. Maurice-Duplessis	Montréal	Québec
-	8285, rue Notre-Dame Est	Montréal	Québec
-	8675, boul. Viau	Saint-Léonard	Québec
-	5965, rue de Verdun	Verdun	Québec
-	6112, rue Sherbrooke Ouest	Montréal	Québec
-	215, boul. Fiset	Sorel-Tracy	Québec
-	5852, boul. Léger	Montréal-Nord	Québec
-	965, boul. d'Auteuil	Duvernay, Laval	Québec
-	84, boul. Industriel	Repentigny	Québec
-	97, rue Principale Est	Farnham	Québec
-	2815, ch. des Quatre-Bourgeois	Sainte-Foy	Québec
-	1221, rue Charles-Albanel	Sainte-Foy	Québec
-	350, rue Beaudry Nord	Joliette	Québec
-	295, boul. Armand-Thériault	Rivière-du-Loup	Québec

-	6425, rue Beaubien Est	Montréal	Québec
-	19, rue Beausoleil	Saint-Gabriel-de-Brandon	Québec
-	465, boul. du Pont	Saint-Nicolas	Québec
-	1025, boul. Curé-Poirier Ouest	Longueuil	Québec
-	6072, rue Sherbrooke Est	Montréal	Québec
-	1135, rue Décarie	Saint-Laurent	Québec
-	2700, boul. des Promenades	Deux-Montagnes	Québec
-	511, boul. Royal	Malartic	Québec
-	1258, 3e avenue	Val-d'Or	Québec
-	25, boul. Don Quichotte	L'Île-Perrot	Québec
-	203, 7e Avenue	Dolbeau-Mistassini	Québec
-	4260, rue Ste-Catherine Est	Montréal	Québec
-	299, boul. Sir Wilfrid-Laurier	Saint-Lambert	Québec
-	1950, boul. Curé-Labelle	Saint-Jérôme	Québec
-	161, 1re Avenue Ouest	Amos	Québec
-	2619 boul. Louis XIV	Beauport	Québec
-	600, boul. Jacques-Bizard	L'Île-Bizard	Québec
-	1360, boul. Montarville	Saint-Bruno	Québec
-	468, rue St-Patrice Ouest	Magog	Québec
-	30, rue Morin	Sainte-Agathe-des-Monts	Québec
-	1149, boul. de Ste-Adèle	Sainte-Adèle	Québec
-	131 chemin du lac Millette, suite 101	Saint-Sauveur	Québec
-	824, boul. Thibeau	Trois-Rivières	Québec
-	585, av. St-Charles	Vaudreuil-Dorion	Québec
-	250, boul. Sir Wilfrid-Laurier	Beloil	Québec
-	5253, av. du Parc	Montréal	Québec
-	400, boul. du Séminaire Nord	St-Jean-sur-Richelieu	Québec
-	720, Montée Paiement	Gatineau	Québec
-	5178, ch. Queen Mary	Montréal	Québec
-	5245, boul. Cousineau	Saint-Hubert	Québec
-	2768, rue Laurier, CP 91	Rockland	Ontario
-	168, 25e Avenue	Saint-Eustache	Québec
-	354, boul. Arthur-Sauvé	Saint-Eustache	Québec
-	1450, boul. Père-Lelièvre	Duburger	Québec
-	5333, boul. Laurier, local 100	Terebonne (La plaine)	Québec
-	241, boul. Samson	Sainte-Dorothée, Laval	Québec
-	437, rue du Pont	Mont-Laurier	Québec
-	1360, rue Notre-Dame	L'Ancienne-Lorette	Québec
-	2020, boul. René-Gaultier	Varennes	Québec
-	10A, boul. Georges-Gagné	Delson	Québec
-	407, rue de St-Jovite	Mont-Tremblant	Québec
-	912, rue Commerciale	Saint-Jean-Chrysostome	Québec
-	81, boul. Taché Ouest	Montmagny	Québec
-	85, av. Plante	Vanier	Québec
-	7579, boul. Newman	LaSalle	Québec
-	541, boul. Curé-Labelle	Chomedey, Laval	Québec
-	1770, av. de L'Église	Montréal	Québec
-	8465, boul. Henri-Bourassa	Charlesbourg	Québec
-	5000, rue Wellington	Verdun	Québec
-	3698, boul. Taschereau	Greenfield Park	Québec
-	9295, rue Sherbrooke Est	Montréal	Québec
-	535, rue Villeray	Montréal	Québec
-	1264, rue Jean-Talon Est	Montréal	Québec
-	477A Boul. Ste-Anne	Sainte-Anne-des-Plaines	Québec
-	5760, boul. Jean XXIII	Trois-Rivières	Québec
-	1397, 6e Avenue	Grand-Mère	Québec
-	8200, boul. Taschereau	Brossard	Québec
-	1201, boul. de Périgny	Chambly	Québec
-	420, rue St-Charles Ouest	Longueuil	Québec

-	275, rue St-Antoine Nord	Lavaltrie	Québec
-	7, rue Robert	Saint-Basile-Le-Grand	Québec
-	1116, boul. Vachon Nord, cp.19	Sainte-Marie	Québec
-	746, av. Buckingham, suite A	Buckingham	Québec
-	10, rue Papineau	Joliette	Québec
-	55, rue Marie de l'Incarnation	Québec	Québec
-	2220, ch. Gascon	Terrebonne	Québec
-	685, boul. Laure	Sept-Îles	Québec
-	1001, boul. Laflèche	Baie-Comeau	Québec
-	39, boul. St-Luc, local 100	Saint-Jean-sur-Richelieu	Québec
-	199, route 138	Donnacoona	Québec
-	3440, ch. des Quatre-Bourgeois	Sainte-Foy	Québec
-	18, rue du Manège	Coaticook	Québec
-	515, boul. Lacombe	Le Gardeur	Québec
-	1070, Montée Masson	Mascouche	Québec
-	9, boul. de la Salette	Saint-Jérôme	Québec
-	750, av. du Phare Ouest	Matane	Québec
-	3465, boul. Dagenais Ouest	Fabreville	Québec
-	1890, av. Dollard	LaSalle	Québec
-	13425 Boul. Curé-Labelle	Mirabel	Québec
-	1305, rue des Cascades	Saint-Hyacinthe	Québec
-	211, av. du Pont Sud	Alma	Québec
-	531, rue Saint-Louis	Saint-Lin-Laurentides	Québec
-	3285, 1re Avenue	Rawdon	Québec
-	4795, boul. Bourque	Rock Forest	Québec
-	914, boul. Maloney Est	Gatineau	Québec
-	550, boul. d'Iberville	Saint-Jean-sur-Richelieu	Québec
-	4526, boul. St-Laurent	Montréal	Québec
-	83, rue Ellice	Beauharnois	Québec
-	9, boul. Montcalm Nord, porte 17	Candiac	Québec
-	179, av. St-Alphonse	Roberval	Québec
-	572, boul. Arthur-Sauvé	Saint-Eustache	Québec
-	600, Montée du Moulin, local 24	Saint-François, Laval	Québec
-	1334, boul. Sacré-Coeur	Saint-Félicien	Québec
-	15020, boul. Henri-Bourassa	Québec	Québec
-	13960-5, Montée St-Simon	Mirabel	Québec
-	277, Montée des Pionniers	Lachenaie	Québec
-	356, boul. Sir-Wilfrid-Laurier	Mont-Saint-Hilaire	Québec
-	560, rue Conrad	Granby	Québec
-	2148, boul. Lapinière	Brossard	Québec
-	75, boul. des Châteaux, local 201	Blainville	Québec
-	828, av. Gilles Villeneuve	Berthierville	Québec
-	777, boul. Lebourgneuf local 115	Québec	Québec
-	28, boul. du Mont-Bleu	Gatineau	Québec
-	63, Montée Gagnon,	Bois-des-Fillions	Québec
-	1811, Ste-Angelique	St-Lazare	Québec
-	24 rue Du Couvent, local #1	l'Épiphanie	Québec
-	1625 3e avenue	Val-d'Or	Québec
-	574 rue principale	Granby	Québec
-	2645 Boul. Curé-Labelle, local 105	Prévost	Québec
-	3615 Notre-Dame Ouest	St-Henri	Québec
-	281 King Street	Port Colborne	Ontario
-	1000 Gerrard Street East, Unit C13-14	Toronto	Ontario
-	12 Highland Drive.		
-	Fonthill Shopping Centre, Hwy #20	Fonthill	Ontario

For information purposes, the following are premises occupied outside of Québec and Ontario (however these do not contain material assets belonging to members of the VL Group):

-	169 Dundonald St.	Fredericton	New Brunswick
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-	102 Main St., Unit 5	Fredericton	New Brunswick
-	454 Granville Street	Summerside	Prince Edward Island
-	39 Commonwealth Ave. Unit 7	Mt. Pearl	Newfoundland
-	#9-2539 Main Street	Winnipeg	Manitoba
-	8 Hardy Ave.	Grand Falls-Windsor	Newfoundland
-	Mailing address: P.O. Box 21211,	St. John's	Newfoundland
-	26 Hamlyn Road, St. John's	St. John's	Newfoundland
-	30, rue de l'Église	Edmundston	New Brunswick

(ix) Jobboom Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8



Part 2
List of Non-Material Real Estate (Section 13.3)

No	Address	Value
055	14165 Cherrier, Montréal	\$130,867.00
062	Lot 556-13, 556-14, Cap-de-la Madeleine	\$92,300.00
067	Lot 601-1-2, Notre-Dame-des-Laurentides	\$86,000.00
348	Lot 981-2 canton de Shefford, Waterloo	\$19,200.00
362	St-Honoré	\$300.00
678	3338, Tolmies Corners, Roxboro, Ontario	\$29,125.00
311	1512 Chemin St-Jean (Concession 9), Clarence-Rockland, Ontario	\$61,000.00

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)

plus Borrowed money (excluding QMI Subordinated Debt) \$ _____

plus Hedging Exposure \$ _____

plus Deferred purchase price \$ _____

plus Obligations secured by Charges \$ _____

plus Capital and Synthetic Leases \$ _____

plus Contingent Obligations \$ _____

plus B/A's, letters of credit and Guarantees \$ _____

equals

DEBT (A): \$ _____

Calculation of EBITDA (B)

	(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		
(must not be less than 80%)	(= (iii)/(i) =	_____

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		
(must not be less than 80%)	(= (iii)/(i) =	_____

SCHEDULE "K" - INTENTIONALLY DELETED

SCHEDULE "L" - GUARANTORS AND MEMBERS OF THE VL GROUP AS AT THE
SIXTH~~SEVENTH~~ AMENDMENT CLOSING DATE

MEMBERS OF THE VL GROUP

VIDÉOTRON LTÉE (Borrower)

9293-6707 QUÉBEC INC. (Guarantor)

VIDEOTRON INFRASTRUCTURES INC. (Guarantor)

MOBILE & INTERNET FIZZ INC. (Guarantor)

TÉLÉDISTRIBUTION AMOS INC.⁷⁸

VIDEOTRON US INC.

9176-6857 QUÉBEC INC

CABLOVISION WARWICK INC.⁸⁹

VMEDIA INC.

RIVERTV INC.

2251723 ONTARIO INC.

VCC INDIA PRIVATE LTD.

[FREEDOM MOBILE INC.¹⁰](#)

[FREEDOM MOBILE DISTRIBUTION INC.¹¹](#)

GUARANTORS

9293-6707 QUÉBEC INC. (Guarantor)

VIDEOTRON INFRASTRUCTURES INC. (Guarantor)

MOBILE & INTERNET FIZZ INC. (Guarantor)

⁷⁸ Liquidated into Vidéotron Ltée as of December 31, 2022 and in the process of being dissolved.

⁸⁹ Liquidated into Vidéotron Ltée as of December 31, 2022 and in the process of being dissolved.

¹⁰ [Freedom Mobile Inc. will become a member of the VL Group immediately following the Freedom Acquisition.](#)

¹¹ [Freedom Mobile Distribution Inc. will become a member of the VL Group immediately following the Freedom Acquisition.](#)

SCHEDULE "M" – INTENTIONALLY DELETED

SCHEDULE "N" – 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 ~~Indentures~~ Indenture described as ~~(i) the "US\$650,000,000 6^{7/8}% 400,000,000 5^{1/2}% Senior Notes due 2014", (ii) "US\$175,000,000 6^{3/8}% Senior Notes due 2015", (iii) "US\$715,000,000 9^{1/8}% Senior Notes due 2018", (iv) "Cdn.\$300,000,000 7^{1/8}% Senior Notes due 2020", and (v) Cdn.\$300,000,000 6^{7/8}% Senior Notes due 2021~~ June 15, 2025 Indenture" dated as of June 17, 2013 (as supplemented, the "2013 Indenture") among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, including, without limitation, the "Notes", the "Subsidiary Guarantees", the "Exchange Notes Additional Notes" and any Guarantee of the Additional Notes (in each case, as defined in the 2013 Indenture), (2) the Indenture described as the "US\$600,000,000 5^{3/8}% Senior Notes due June 15, 2024 Indenture" dated as of April 9, 2014 (as supplemented, the "2014 Indenture") among Videotron, the guarantors thereto and Computershare Trust Company of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the "Notes", the "Subsidiary Guarantees", the "Additional Notes" and any Guarantee of the Exchange Notes or the Additional Notes (in each case, as defined in the

~~relevant~~ 2014 Indenture), (3) the Indenture described as the “C\$375,000,000 5¾% Senior Notes due January 15, 2026 Indenture” dated as of September 15, 2015 (as supplemented, the “**2015 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2015 Indenture), (4) the Indenture described as the “US\$600,000,000 5½% Senior Notes due April 15, 2027 Indenture” dated as of April 13, 2017 (as supplemented, the “**2017 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2017 Indenture), (5) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2019 Indenture), (6) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2021 Indenture), (7) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the June 2021 Canadian Indenture), (8) 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 of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the June 2021 US Indenture) (the 2013 Indenture, the 2014 Indenture, the 2015 Indenture, the 2017 Indenture, the 2019 Indenture, the 2021 Indenture, the June 2021 Canadian Indenture and the June 2021 US Indenture are collectively referred to as the “**Indentures**”), and (29) the Amended and Restated Credit Agreement, originally dated as of June 16, 2015, among the ~~Obligor~~ Borrower, the Lenders as defined therein, and Royal Bank of Canada, as administrative agent (as amended, 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, ~~pursuant to which Videotron Ltée may borrow up to Cdn. \$650,000,000 on a committed basis (the “Credit”).~~

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.
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- (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.
- (e) 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 “O” – 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 June 16, 2015 (as it may be further amended, restated, supplemented or otherwise modified 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 Security 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 Security Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (iv) acknowledges and accepts that such New Lender and the Agent are solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors to each of them under the Credit Agreement and the Derivative Instruments as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*; and (v) 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 Security 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 Security 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 Security 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 Security 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 "P"– FINNVERA TERM FACILITY

None of the provisions of this Schedule "P" shall apply to the Revolving Facility Lenders or the Revolving Facility.

1. TRANCHE A CREDIT

Subject to the provisions of the Credit Agreement, and in particular, to the provisions of Article 2 of this Schedule "P", each Tranche A Lender agrees to make available to the Borrower, individually and not jointly and severally or solidarily, its Tranche A Commitment in the Tranche A Credit, which Tranche A Credit consists of the Finnvera Term Facility in a maximum amount equal to Cdn.\$75,000,000. All Tranche A Advances under the Finnvera Term Facility shall be in Canadian Dollars alone. The Finnvera Term Facility will not revolve and any amount prepaid or repaid may not be reborrowed.

2. PURPOSE

All Tranche A Advances made by the Tranche A Lenders to the Borrower under the Finnvera Term Facility in accordance with the provisions of this Schedule "P" shall be used to, without duplication, (i) finance up to the CAD Equivalent of (x) 85% of the Purchase Price and (y) costs for local services up to a maximum of 30% of the Purchase Price by way of reimbursement to the Borrower for eligible payments made by the Borrower to NSN under the NSN Contract; (ii) pay up to 100% of the upfront portion of the ECA Premium A from the proceeds of the first Tranche A Advance; and (iii) pay all other amounts approved by Finnvera and owed in connection with the NSN Contract, the whole subject to and in accordance with the terms and conditions of this Schedule "P".

3. ADVANCES AND OPERATION OF ACCOUNTS

3.1 Tranche A Notice of Borrowing

Subject to the applicable provisions of this Schedule "P" but not more than once per calendar month, the Borrower shall be entitled to request multiple Tranche A Advances under the Finnvera Term Facility, to be made on any Business Day during the Availability Period and in accordance with the payment program set forth in the NSN Contract, up to the maximum amount of the Tranche A Credit, upon delivery of an irrevocable written Tranche A Notice of Borrowing to the Finnvera Facility Agent at or before 3:00 P.M. (London, England time) at least four (4) Business Days prior to the date of the proposed Tranche A Advance.

3.2 Type of Tranche A Advance

Tranche A Advances made by a Domestic Tranche A Lender or a Foreign Tranche A Lender in accordance with Section 3.6 of this Schedule "P" shall be in the form of Tranche A CDOR Advances.

3.3 **Notice of New Tranche A Designated Period**

Upon the expiration of any Tranche A Designated Period applicable to any Tranche A CDOR Advance, the Borrower shall have the option to request the continuation of all or any portion (in minimum amounts of Cdn.\$1,000,000 or such smaller amount corresponding to the Tranche A CDOR Advance Amount of such Tranche A Advance on the Tranche A Rollover Date upon delivery of an irrevocable written Notice of New Tranche A Designated Period to the Finnvera Facility Agent at or before 3:00 P.M. (London, England time) at least four (4) Business Days prior to the date of the Tranche A Rollover Date. Except in respect of the whole or a portion of the Tranche A Advance Amount for which the Borrower has delivered a Notice of Repayment in accordance with the provisions of Section 5.2 of this Schedule "P", if the Borrower has not delivered a Notice of New Tranche A Designated Period in a timely manner in accordance with the provisions of this Section 3.3, the Borrower shall be deemed to have chosen a new Tranche A Designated Period of 6 months (or such shorter period expiring on the next Repayment Date). For greater certainty, if only a portion of a Tranche A Advance is continued under this Section 3.3, the portion not so continued shall be prepaid and cancelled.

3.4 **Determination of Interest**

The Finnvera Facility Agent shall determine the CDOR Rate which will be in effect on the date of the Tranche A Advance or the Tranche A Rollover Date, as the case may be (which, in each case, must be a Business Day), with respect to the Tranche A CDOR Advance Amount, having a maturity of 30 to 183 days (during the Availability Period) or 1, 3 or 6 months (during the period of 24 months from the Signing Date) or 3 or 6 months (thereafter), as requested by the Borrower and subject to availability, from the date of the Tranche A Advance or the Tranche A Rollover Date, as the case may be. However, if the Borrower has not delivered a notice to the Finnvera Facility Agent in a timely manner in accordance with the provisions of Section 3.1 or 3.3 of this Schedule "P", as the case may be, the Borrower shall be deemed to have chosen a Tranche A Designated Period of 6 months (or such shorter period expiring on the next Repayment Date).

Notwithstanding the foregoing, each Tranche A Advance other than the initial Tranche A Advance shall have a Tranche A Designated Period expiring on the next Tranche A Rollover Date.

3.5 **Operation of Accounts**

The Finnvera Facility Agent shall maintain in its books at the Finnvera Facility Agency Branch a record of the Term Loan attesting as to the total of the Borrower's indebtedness to the Tranche A Lenders. 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 Tranche A Lenders, of the date of any Tranche A 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 Term Loan and the fees and other sums payable in connection with the Finnvera Term Facility.

3.6 Apportionment of Tranche A Advances

The amount of each Tranche A Advance will be apportioned among the Tranche A Lenders by the Finnvera Facility Agent by reference to the Tranche A Commitment of each Tranche A Lender, as such Tranche A Commitment shall be immediately prior to the making of any Tranche A Advance. If any amount disbursed by the Finnvera Facility Agent to the Borrower is not in fact made available to the Finnvera Facility Agent by a Tranche A Lender, the Finnvera Facility Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances) on demand from such Tranche A Lender or, if such Tranche A Lender fails to reimburse the Finnvera Facility Agent for such amount, on demand from the Borrower.

3.7 Limitations on Advances

3.7.1 The undrawn Tranche A Credit available under the Finnvera Term Facility shall cease to be available at the expiry of the Availability Period.

3.7.2 The aggregate principal amount of each Tranche A Advance (other than the initial Tranche A Advance) shall not exceed the CAD Equivalent (determined as of the date of the Tranche A Notice of Borrowing issued in connection with such Tranche A Advance) of (i) 85% of the portion of the Purchase Price for which such Tranche A Advance is made and (ii) costs for local services up to a maximum amount which, when combined with all amounts previously disbursed by the Tranche A Lenders in reimbursement of costs for local services, does not exceed 30% of the portion of the Purchase Price paid to date (collectively, the “**Maximum Amount**”) and, in the case of the initial Tranche A Advance only, the sum of the Maximum Amount and up to 100% of the upfront portion of the ECA Premium A.

3.8 Notices Irrevocable

Any notice given to the Finnvera Facility Agent in accordance with Article 3 of this Schedule “P” may not be revoked or withdrawn.

3.9 Market for Tranche A CDOR Advances

3.9.1 If at any time or from time to time as a result of market conditions, (i) there exists no appropriate or reasonable method to establish the CDOR Rate for a Tranche A CDOR Advance Amount, or a Tranche A Designated Period, or (ii) the Finnvera Facility Agent receives notification from two or more Tranche A Lenders whose Tranche A Commitments exceed, in the aggregate, 20% of the Tranche A Credit,

that the CDOR Rate does not accurately reflect its Cost of Funds, then the relevant Tranche A Lenders shall, prior to the date of a Tranche A Advance or the Tranche A Rollover Date, so advise the Finnvera Facility Agent and shall thereupon not be obliged to honor any Tranche A Notices of Borrowing or any Notices of New Tranche A Designated Period and the Borrower's option to request Tranche A CDOR Advances or any rollovers thereof, as the case may be, shall thereupon be suspended upon notice by the Finnvera Facility Agent to the Borrower, and, until such time as the Finnvera Facility Agent has determined that the circumstances having given rise to such suspension no longer exist, in respect of which determination the Finnvera Facility Agent shall advise the Borrower within a reasonable delay, the rate of interest applicable to such Tranche A Lenders' portion of any Tranche A Advance shall be calculated and payable on a Cost of Funds Basis plus a margin of 0.875%, in the case of rollovers of Tranche A Advances which were originally Tranche A CDOR Advances or in the case of new Tranche A Advances which would otherwise have been Tranche A CDOR Advances in accordance with the provisions of Section 3.6 of this Schedule "P". For the purposes of ~~paragraph Error! Reference source not found. of this Section 3.9~~[clause \(ii\) of this subsection 3.9.1](#), a Tranche A Lender shall notify the Finnvera Facility Agent of its Cost of Funds as soon as practicable and in any event before interest is due to be paid in respect of the relevant Tranche A Advance.

- 3.9.2 If the events described in clause (i) or (ii) of subsection 3.9.1 above occur and the Finnvera Facility Agent or the Borrower so requires, the Finnvera Facility Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing on a substitute basis for determining the rate of interest payable to each Tranche A Lender affected by such above-mentioned events. Any alternative basis agreed upon pursuant to the above shall, with the prior consent of all of the Tranche A Lenders, be binding on all parties, it being agreed that such alternative basis shall apply only to the Tranche A Lenders affected by the relevant events described in such clause (i) or (ii).
- 3.9.3 For greater certainty, if no such agreement on an alternative basis is reached in accordance with the provisions of subsection 3.9.2 above, the provisions of 3.9.1 shall apply.

3.10 **Suspension of Tranche A CDOR Advances**

If Canadian Dollar deposits are not available to the Foreign Tranche A Lenders in the ordinary course of business in amounts sufficient to permit them to make or continue a Tranche A Advance for a Tranche A Designated Period, the Foreign Tranche A Lenders shall, prior to the date of a Tranche A Advance or the Tranche A Rollover Date, so

advise the Finnvera Facility Agent and thereupon be relieved from their obligation to make or continue a Tranche A Advance until such time as such funds become available in sufficient amounts, but they shall comply with the provisions of Section 3.11 of this Schedule "P".

3.11 **Specific Clause with Regard to Foreign Tranche A Lenders**

In the event of a suspension of the Borrower's right to request Tranche A Advances (including conversions and extensions thereof) from one or more Foreign Tranche A Lenders under Section 3.10 of this Schedule "P" (each a "**Tranche A Affected Lender**"), each Tranche A Affected Lender shall, concurrently with the notice described in Section 3.10 of this Schedule "P", seek alternative sources of funding the Tranche A Advances and, if sufficient funds are obtained, shall notify the Borrower as to when such funds will be available for Tranche A Advances. On the date indicated in such latter notice, the Tranche A Affected Lender shall be deemed to have made a Tranche A Advance with interest payable on a Cost of Funds Basis.

If within 5 Business Days following the notice described in Section 3.10 of this Schedule "P", there remain one or more Tranche A Affected Lenders who have not been deemed to have made a Tranche A Advance on a Cost of Funds Basis under the preceding paragraph, such Tranche A Affected Lender (a "**Tranche A Incapable Lender**") shall (i) provide an additional notice to the Finnvera Facility Agent and the Borrower of such fact and (ii) the parties will negotiate such amendments to this Schedule "P" as may be required to give full effect to such intention, it being understood that the Borrower alone will bear all foreign exchange risks.

3.12 **Limits on Tranche A CDOR Advances**

Nothing in this Agreement shall be interpreted as authorizing the Borrower to borrow by way of Tranche A CDOR Advances for a Tranche A Designated Period expiring on a date which is after the expiry of the next Repayment Date.

3.13 **Exclusion of Finnvera Facility Agent, the Security Agent and Tranche A Lenders Liability in respect of NSN Contract**

It is expressly understood and agreed by the Borrower, the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders that there is no contractual relationship, either express or implied, between the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders, on the one hand, and the Borrower, NSN or any other Person supplying any work, services or material in connection with the NSN Contract, on the other hand, and that the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders shall not be liable to the Borrower, NSN or any such other Person in connection with the NSN Contract. The Borrower is not and shall not be the agent of the Finnvera Facility Agent, the Security Agent or the Tranche A Lenders for any purpose. There shall be no third party beneficiary of this Schedule "P", express or implied, other than Finnvera.

4. INTEREST AND FEES

4.1 **Interest at the CDOR Rate**

The principal amount of the Tranche A CDOR Advances, which at any time and from time to time remains outstanding, shall bear interest, calculated daily, on the daily balance of such Tranche A CDOR Advances, from each Tranche A Rollover Date, at the annual rate (calculated based on a 365-day year) applicable to each of such days which corresponds to the CDOR Rate applicable to each Tranche A CDOR Advance Amount, plus a margin of 0.875%, and shall be effective from each Tranche A Rollover Date up to and including the date prior to the next Tranche A Rollover Date.

4.2 **Intentionally Deleted**

4.3 **Payment of Interest**

The interest payable in accordance with the provisions of Sections 4.1 and 4.2 of this Schedule "P" and calculated in the manner hereinabove set forth on the amount outstanding from time to time is payable to the Finnvera Facility Agent, for the account of the relevant Tranche A Lenders, in arrears on the last day of the Tranche A Designated Period.

If the relevant Tranche A Designated Period is not equal to 1, 2, 3 or 6 months, then the CDOR Rate, shall be determined by the application of straight line interpolation (rounding upwards, if necessary, to the nearest multiple of 0.01%) by reference to two CDOR Rates, one of which shall be the rate per annum for the period shorter than the stated term by the least number of days, and the other of which shall be the rate per annum for the period which is longer than the stated term by the least number of days.

4.4 **Fixing of CDOR Rate**

The CDOR Rate shall be transmitted to the Borrower at approximately 3:00 P.M. (London, England time) on the same Business Day as:

4.4.1 the date on which the Tranche A CDOR Advance is to be made; or

4.4.2 the relevant Tranche A Rollover Date.

4.5 **Arrears of Interest**

Any arrears of interest or principal payable by the Borrower to the Finnvera Facility Agent or the Tranche A Lenders in connection with the Term Loan shall bear interest at the Default Rate.

4.6 **Maximum Interest**

The amount of the interest or fees payable in applying this Schedule "P" shall not exceed the maximum rate permitted by Applicable Law. Where the amount of such interest or

such fees is greater than such maximum rate, the amount shall be reduced to the highest rate which may be recovered in accordance with the applicable provisions of Applicable Law.

4.7 **Commitment Fee**

The Borrower shall pay to the Finnvera Facility Agent, for the account of the Tranche A Lenders, a commitment fee (the “**Commitment Fee**”) in accordance with the terms and conditions of the Commitment Fee Letter attached hereto as Exhibit “P-6” to this Schedule “P”.

4.8 **Finnvera Closing Fee**

On the later of (i) the Closing Date and (ii) the date on which the conditions set forth in subsection 6.2.1 have been met, the Borrower shall pay to the Finnvera Facility Agent, for the account of Finnvera, and to each Tranche A Lender a closing Fee of Cdn\$7,500 each. Notwithstanding any other terms of this Schedule “P”, the foregoing closing Fee shall be the only Fee payable to the Tranche A Lenders and to Finnvera for the approval of and entry into the amendments made to the Credit Agreement on the Closing Date.

4.9 **ECA Premium A**

If all or any part of the upfront portion of the ECA Premium A is not paid by the Borrower to the Finnvera Facility Agent, for the account of Finnvera, prior to the requested date of the initial Tranche A Advance after the Closing Date (the “**Outstanding ECA Premium A**”), the Finnvera Facility Agent shall deduct the Outstanding ECA Premium A from the proceeds of the initial Tranche A Advance after the Closing Date and remit same to Finnvera concurrently therewith.

4.10 **Interest Act**

For the purposes of the *Interest Act* (Canada), any amount of interest or fees calculated herein using 360 or 365 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 or 365, as the case may be. The parties agree that all interest in this Schedule “P” will be calculated using the nominal rate method and not the effective rate method, and 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. **PAYMENT, REPAYMENT AND PREPAYMENT**

5.1 **Repayment of the Term Loan**

If the Tranche A Credit is fully drawn prior to the First Repayment Date, the Borrower hereby agrees to repay the principal amount outstanding under the Finnvera Term Facility in seventeen (17) equal and consecutive semi-annual instalments to be made on

each Repayment Date. If the Tranche A Credit is not fully drawn prior to the First Repayment Date, the Borrower hereby agrees to repay (i) on the First Repayment Date, 1/17th of the principal amount outstanding under the Finnvera Term Facility on such First Repayment Date, and (ii) on each succeeding Repayment Date up to and including the Maturity Date, a fraction of the principal amount outstanding under the Finnvera Term Facility on such Repayment Date, the numerator of which is 1 and the denominator of which is 17 minus the number of Repayment Dates then past.

5.2 Voluntary Repayment and Prepayment of the Term Loan or Cancellation of the Tranche A Credit

On any Business Day, after having given ten (10) Business Days prior written notice to the Finnvera Facility Agent substantially in the form of Exhibit "P-2" to this Schedule "P", the Borrower may repay or prepay, in minimum amounts of Cdn.\$1,000,000 (or the remaining amount of principal under the Term Loan) or in whole multiples of Cdn.\$1,000,000 (or the remaining amount of principal under the Term Loan), all or part of the principal amount of the Term Loan under the Finnvera Term Facility for the account of the Tranche A Lenders, provided that (i) in respect of the Tranche A CDOR Advances, no repayment may be made on a day other than a Tranche A Rollover Date, save as provided in Section 7.4 of the Credit Agreement and in Section 5.3 of this Schedule "P", with all interest accrued and unpaid on the amounts so prepaid; and (ii) if any prepayment of principal is made prior to the Eighth Repayment Date, a fee equal to 1.00% of the principal amount so prepaid shall be due and payable to the Tranche A Lenders; provided further that the cumulative amount of any and all such prepayment fee(s) (including any such fees due and payable in connection with the Tranche B Loan) shall not exceed Cdn.\$750,000. All repayments and prepayments under this Section 5.2 shall be applied against the instalments contemplated by Section 5.1 of this Schedule "P" in the inverse order of maturity of such instalments.

In addition, the Borrower may, upon the same notice, cancel any portion of the Tranche A Credit that has not been drawn by the Borrower. No Commitment Fee shall be payable in respect of any portion of the Tranche A Credit so cancelled as and from the effective date of its cancellation. The Borrower shall not be permitted to draw Tranche A Advances in respect of any portion of the Tranche A Credit so cancelled.

Notwithstanding the foregoing, the Term Loan may not be voluntarily repaid or prepaid, in whole or in part, and the Tranche A Credit may not be cancelled in whole or in part unless and until such time as the Tranche B Loan has been fully repaid and/or cancelled.

5.3 Cash Collateralization or Payment of Losses Resulting from a Prepayment

If a prepayment to be made (whether under this Schedule "P" or otherwise) would require the repayment of a Tranche A CDOR Advance on a day other than the last day of the Tranche A Designated Period, the Borrower (i) shall provide to the Finnvera Facility Agent cash collateral in an amount equal to the principal amount of such Tranche A CDOR Advance, which cash collateral shall be deemed a repayment of such Tranche A Advance and shall be held by the Finnvera Facility Agent in an interest bearing account

and used to repay same at maturity or on the next Tranche A Rollover Date; or (ii) may elect to prepay such Tranche A CDOR Advance and pay to the Finnvera Facility Agent for the account of the Tranche A Lenders the amount of the losses, costs and expenses suffered or incurred by the Tranche A Lenders with respect thereto which are referred to in Section 7.4 of the Credit Agreement.

5.4 Currency of Payments

All payments, repayments and prepayments, as the case may be, of principal and interest under the Term Loan, all other amounts owed under this Schedule "P" and, except as otherwise indicated in the Fee Letter and the Commitment Fee Letter as being payable in US Dollars or Euros, all Tranche A Fees, shall be made in Canadian Dollars alone.

5.5 Payments by the Borrower to the Finnvera Facility Agent

All payments to be made by the Borrower in connection with this Schedule "P" shall be made in funds having same day value to the Finnvera Facility Agent, at the Finnvera Facility Agency Branch, or at any other office or account designated by the Finnvera Facility 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 3:00 P.M. (London, England time).

5.6 Payment on a Business Day

Each time a payment, repayment or prepayment is due (whether under this Schedule "P" or otherwise) on a day that is not a Business Day, it shall be made on the following Business Day.

5.7 Payments by the Tranche A Lenders to the Finnvera Facility Agent

Any amounts payable to the Finnvera Facility Agent by a Tranche A Lender shall be paid in funds having same day value to the Finnvera Facility Agent by such Tranche A Lender on a Business Day at the Finnvera Facility Agency Branch.

5.8 Payments by the Finnvera Facility Agent to the Borrower

Any payment received by the Finnvera Facility 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.

5.9 Application of Payments

- 5.9.1 Except as otherwise indicated herein, all payments made to the Finnvera Facility Agent by the Borrower for the account of the Tranche A Lenders shall be distributed the same day by the Finnvera Facility Agent, in accordance with its normal practice, in funds having same day value, among the Tranche A Lenders to the accounts last designated in writing by each Tranche A Lender to the Finnvera
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Facility Agent, *pro rata* in accordance with their respective Tranche A Commitments, and notice thereof shall be given to the Borrower by the Finnvera Facility Agent within a reasonable delay.

5.9.2 Except as otherwise indicated herein or as otherwise determined by the Tranche A Lenders, all payments made by the Borrower to the Finnvera Facility Agent on behalf of the Tranche A Lenders shall be applied by the Tranche A Lenders as follows:

- (a) to the fees, costs, expenses and accessories of the Finnvera Facility Agent and the Security Agent contemplated by Article 7 and Section 17.5 of the Credit Agreement and subsection 8.1.1 (iii) of this Schedule "P" or by the Security Documents;
- (b) to the fees, costs, expenses and accessories of the Tranche A Lenders contemplated by Article 7 and Section 17.5 of the Credit Agreement or by the Security Documents;
- (c) to all amounts due under Article 4 of this Schedule "P";
- (d) to the repayment of the principal amount of the Term Loan in the inverse order of maturity of the instalments contemplated by Section 5.1 of this Schedule "P";
- (e) to any other amounts due pursuant to this Schedule "P".

5.10 **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.

5.11 **Obligations Absolute**

The obligation of the Borrower to make payments and perform its other obligations under this Schedule "P" are, subject to the terms and conditions of this Schedule "P", unconditional and irrevocable and shall not be in any way affected, released or discharged by reason of any matter or circumstance whatsoever affecting or relating to or arising in connection with NSN and/or the NSN Contract.

6. **CONDITIONS PRECEDENT**

6.1 **Initial Tranche A Advance under the Finnvera Term Facility**

The terms and conditions of this Schedule "P" and all rights and obligations of any of the Borrower, the Finnvera Facility Agent and the Tranche A Lenders under this Schedule "P" shall not come into force or effect and, for greater certainty, the Tranche A Lenders shall have no obligation to make an initial Tranche A Advance under the

Finnvera Term Facility, until such time as each of the conditions set out in this Section 6.1 of this Schedule "P" have been fulfilled (either prior to or concurrently with the making of any such initial Tranche A Advance) to the entire satisfaction of the Finnvera Facility Agent and the Tranche A Lenders:

- 6.1.1 certified copies of all of the constating documents, borrowing by-laws and resolutions of and certificates of incumbency of the Borrower and the Guarantors shall have been provided to the Finnvera Facility Agent and the Security Agent;
 - 6.1.2 the Tranche A Lenders and the Tranche B Lenders shall have been provided with satisfactory evidence that the Borrower and the Guarantors are duly constituted, validly existing and in good standing under the laws of their jurisdiction of organization and each other jurisdiction where they are qualified to do business and that each of them has the necessary power and capacity to carry on business in the Province of Québec and to be a party to the Amending Agreement, the Tranche B Loan Agreement and/or the Security Documents (as applicable) and to be bound by them;
 - 6.1.3 the Amending Agreement shall have been duly executed and delivered;
 - 6.1.4 the Tranche B Loan Agreement shall have been duly executed and delivered;
 - 6.1.5 the Commitment Fee Letter shall have been duly executed and delivered;
 - 6.1.6 the Finnvera Facility Agent shall have received copies of all closing documentation previously delivered to the Agent by or on behalf of the Borrower in connection with the Credit Agreement and relating to the Borrower or any of the Guarantors or their respective property including, without limitation, the Security Documents and copies of all existing title and search reports prepared by lawyers or notaries with respect to any immovable property charged by the Security Documents, together with all existing updates of same;
 - 6.1.7 the Borrower shall have delivered to the Finnvera Facility Agent a certificate in the form of Exhibit "P-3" signed by an officer stipulating and certifying:
 - (a) that such officer has taken cognizance of all the terms and conditions of the Amending Agreement and of all contracts, agreements and deeds pertaining to the Amending Agreement;
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- (b) that no Default or Event of Default has occurred or exists under this Schedule "P";
 - (c) that the corporate structure of Quebecor Media Inc. and the VL Group is as set out in the diagram attached to the certificate;
 - (d) as to the location of the movable property owned by the VL Group as of the Signing Date;
 - (e) that each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
 - (f) that the execution and delivery of and performance by the Borrower of its obligations under the NSN Contract in accordance with its terms and the completion of the transactions contemplated therein do not require any consents or approvals, do not violate any Laws, and do not conflict with, violate or constitute a breach under the documents of incorporation or by-laws of the Borrower;
- 6.1.8 Finnvera shall have delivered to the Finnvera Facility Agent and the Finnvera Facility B Agent the ECA Guarantee in form and substance satisfactory to the Tranche A Lenders and the Tranche B Lenders;
- 6.1.9 the Tranche A Lenders and the Tranche B Lenders shall have received a certified copy of the NSN Contract;
- 6.1.10 the Finnvera Facility Agent shall have received and reviewed, to its entire satisfaction, acting reasonably, copies of all movable and personal property and other searches undertaken against the Borrower and each Guarantor and each of their respective predecessors and dated a date reasonably close to the Signing Date;
- 6.1.11 the Finnvera Facility Agent shall have received a copy of any certificates of insurance delivered to the Agent relating to policies protecting the members of the VL Group and their movable property, activities, business interruption and third party liability against any form of loss;
- 6.1.12 the Borrower shall have delivered any other document, declaration, certificate, agreement, instrument or notice reasonably required by and in form and substance acceptable to the Finnvera Facility Agent, the Finnvera Facility B Agent, the Security Agent and the Finnvera Facility B Security Agent;
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- 6.1.13 the Finnvera Facility Agent shall have received a certificate of incumbency of NSN and evidence that the persons listed therein are authorized signatories of NSN;
- 6.1.14 the Finnvera Facility Agent, the Tranche A Lenders, the Security Agent, the Finnvera Facility B Agent, the Tranche B Lenders, the Finnvera Facility B Security Agent, Finnvera and their respective counsel shall have received the entire amount of all fees, costs, premiums and expenses owed to them as of the Signing Date in connection with the Finnvera Term Facility, the Tranche B Loan, the Amending Agreement, the Tranche B Loan Agreement and the Security Documents (as applicable) including, without limitation, the Finnvera Handling Fee, the ECA Premium A (as applicable) and all Tranche A Fees that are due and payable as at the Signing Date;
- 6.1.15 the Borrower shall have delivered to the Finnvera Facility Agent the favourable legal opinion of counsel to the Borrower and the Guarantors, addressed to the Finnvera Facility Agent, the Security Agent, the Tranche A Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility Agent, the Security Agent, and their counsel, acting reasonably, including, with regard to the continued legality, validity, enforceability and opposability of all relevant Guarantees and Security;
- 6.1.16 the Borrower shall have delivered to the Finnvera Facility B Agent the favourable legal opinion of counsel to the Borrower and the Guarantors, addressed to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, the Tranche B Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent and their counsel, acting reasonably;
- 6.1.17 the Finnvera Facility Agent shall have received the favourable legal opinion of each of their Canadian and Finnish counsel addressed to the Finnvera Facility Agent, the Security Agent, the Tranche A Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility Agent, the Security Agent, and their counsel, acting reasonably, including, with respect to the opinion of Finnish counsel only, with regard to the legality, validity and enforceability of the ECA Guarantee; and
- 6.1.18 the Finnvera Facility B Agent shall have received the favourable legal opinion of each of their Canadian and Finnish counsel addressed to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, the Tranche B Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, and their counsel, acting reasonably, including, with
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respect to the opinion of Finnish counsel only, with regard to the legality, validity and enforceability of the ECA Guarantee.

6.2 Initial Tranche A Advance under the Finnvera Term Facility after the Closing Date

The terms and conditions of this Schedule “P”, as amended on the Closing Date, and all rights and obligations of any of the Borrower, the Finnvera Facility Agent and the Tranche A Lenders under this Schedule “P”, as amended on the Closing Date, shall not come into force or effect and, for greater certainty, the Tranche A Lenders shall have no obligation to make an initial Tranche A Advance under the Finnvera Term Facility after the Closing Date until such time as:

- 6.2.1 the Finnvera Facility Agent has received, to its entire satisfaction, an amendment to the ECA Guarantee; and
- 6.2.2 the Finnvera Facility B Agent has received, to its entire satisfaction, an irrevocable written notice from the Borrower requesting the cancellation of the Tranche B Credit and termination of the Tranche B Loan Agreement.

6.3 Conditions Precedent to any Tranche A Advance

The obligation of the Tranche A Lenders to make any Tranche A Advance under the Finnvera Term Facility is conditional upon each of the following conditions having been satisfied (provided however, for greater certainty, that, except for the condition set forth in subsection 6.3.1, none of the following conditions shall apply in respect of any continuation of a Tranche A Advance on a Tranche A Rollover Date pursuant to Section 3.3 of this Schedule “P”):

- 6.3.1 the representations and warranties contained in the Credit Agreement shall continue to be true and correct (except where stated to be made as at a particular date);
- 6.3.2 the Borrower shall have delivered to the Finnvera Facility Agent a completed Tranche A Notice of Borrowing;
- 6.3.3 nothing shall have occurred which would constitute a Material Adverse Change; and
- 6.3.4 no Default shall have occurred and be continuing and no Event of Default shall have occurred.

6.4 Waiver of Conditions Precedent

The conditions set out in Section 6.3 of this Schedule “P” are solely for the benefit of the Tranche A Lenders and may be waived by the Finnvera Facility Agent with the unanimous consent of all Tranche A Lenders without prejudice to the right of the

Finnvera Facility Agent to assert any such condition in connection with any subsequently requested Tranche A Advance.

6.5 Discretionary Requirements to any Tranche A Advance

The obligation of the Tranche A Lenders to make any Tranche A Advance under the Finnvera Term Facility may, in the sole and exclusive discretion of the Tranche A Lenders, be subject to the Finnvera Facility Agent and/or the Tranche A Lenders requesting satisfaction of the following requirements, which requirements shall, in the case of requirements 6.5.1 to 6.5.3 only, be attested to by way of a Tranche A Borrowing Certificate to be delivered concurrently with the delivery of the Tranche A Notice of Borrowing relating to such Tranche A Advance:

- 6.5.1 that the Borrower has delivered to the Finnvera Facility Agent a completed Tranche A Borrowing Certificate with copies of all Required Documents annexed thereto, which Tranche A Borrowing Certificate and Required Documents shall reflect that (a) the aggregate principal amount of all Tranche A Advances made to date, together with the principal amount of the proposed Tranche A Advance, does not exceed the sum of (i) the CAD Equivalent of (x) 85% of the portion of the Purchase Price paid to date and (y) costs for local services up to a maximum of 30% of such portion of the Purchase Price paid to date and (ii) up to 100% of the upfront portion of the ECA Premium A; and (b) all invoices which have been issued to the Borrower to date under the NSN Contract and in respect of which the Tranche A Notice of Borrowing referred to in subsection 6.3.2 above has been delivered by the Borrower have been paid in full;
 - 6.5.2 that all of the information, reports and other documents and all data, as well as the amendments thereto, provided to the Finnvera Facility Agent or to Finnvera, by or on behalf of the Borrower in connection with the NSN Contract, have been, at the time same were provided, complete, true and accurate in all material respects;
 - 6.5.3 that the NSN Contract has not been terminated and has been in full force and effect as of the date of any invoice of NSN which is the object of such requested Tranche A Advance;
 - 6.5.4 that the ECA Guarantee has not been terminated and is in full force and effect; and
 - 6.5.5 that the Finnvera Facility Agent has not received any request from Finnvera that the Tranche A Advances be suspended unless any such request has since been withdrawn.
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The provisions of this Section 6.5 may not be amended or added to, at any time or from time to time, without the written consent and agreement of the Finnvera Facility Agent and the Tranche A Lenders.

7. INTENTIONALLY OMITTED

8. ADDITIONAL COVENANTS

In addition to the affirmative covenants and negative covenants set forth in Articles 12 and 13 of the Credit Agreement, respectively, 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:

8.1 Payment of Fees and Other Expenses

Without duplication with Section 12.14 of the Credit Agreement and whether the transactions contemplated by this Schedule “P” are concluded or not and whether or not any part of the Tranche A Credit is actually advanced, in whole or in part, the Borrower shall pay all fees, premiums and reasonable costs and expenses relating to the Tranche A Credit (in each case, subject to providing the Borrower with supporting documentation in relation thereto), including in particular:

8.1.1 the reasonable legal fees, costs and expenses incurred by Finnvera, the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders for (i) the negotiation, drafting, signing and/or service of the Commitment Fee Letter, the Credit Agreement, the Security Documents, the ECA Guarantee and all documents accessory thereto, (ii) any amendments, renunciations, consents or examinations pertaining to the Commitment Fee Letter, the Credit Agreement, the Security Documents, the ECA Guarantee and such accessory documents, and (iii) any enforcement of or the making of any claim under the ECA Guarantee, provided that the payment pursuant to this subsection 8.1.1 of fees, costs and expenses incurred by Finnvera shall be subject to and limited to what is permitted by the terms of Section 8.2 of this Schedule “P”; and

8.1.2 without duplication with subsection 8.1.1 of this Schedule “P”, all Tranche A Fees.

All amounts due to the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders pursuant to this Schedule “P” shall bear interest at the Default Rate from the date of their disbursement or undertaking or, in the case of the Commitment Fee, the Finnvera Handling Fee and the Tranche A Fees, from the date on which they become due and payable, until the Borrower has repaid same in full, with interest on unpaid interest at the Default Rate. The obligations of the Borrower under this Section 8.1 shall subsist notwithstanding the full repayment of the Term Loan under the provisions hereof.

8.2 Waiver Fees

- 8.2.1 The Borrower shall pay to the Finnvera Facility Agent, for the account of Finnvera, all fees owed to the Tranche A Lenders in connection with any decisions taken, amendments consented to and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Tranche A Lenders pursuant to Section 18.14 of the Credit Agreement with respect to any provisions of the Credit Agreement which are either applicable only to the Finnvera Term Facility or are shared between and applicable to both the Revolving Facility and the Finnvera Term Facility (in which latter case, such fees shall only be paid to the Finnvera Facility Agent, for the account of Finnvera, if they are otherwise payable to any other Lenders), the whole only to the extent either (a) such decisions, amendments, consents and waivers are taken, consented to or granted by the Tranche A Lenders in the last six (6) months of the Term of the Revolving Facility and in accordance with the request made by the Borrower, or (b) such decisions, amendments, consents and waivers are taken, consented to or granted by the Tranche A Lenders during the Availability Period strictly in connection with a Default or an Event of Default and in accordance with the request made by the Borrower.
- 8.2.2 The Borrower shall also pay to the Finnvera Facility Agent, for the account of Finnvera, all fees owed to the Tranche A Lenders in connection with any decisions taken, amendments consented to and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Tranche A Lenders pursuant to Section 18.15 of the Credit Agreement but, to the extent there are Lenders other than the Tranche A Lenders, only if such fees are otherwise payable to such other Lenders.

8.3 ECA Guarantee

If (i) the ECA Guarantee is illegal or becomes illegal or is terminated or no longer in full force and effect or (ii) Finnvera is released from any liability thereunder, and the events in (i) or (ii) above in any way restrict the rights or remedies of the Finnvera Facility Agent under the ECA Guarantee in respect of any amounts already disbursed to the Borrower by way of Tranche A Advances and any interest accrued thereon, the Borrower shall, within 10 days following the date on which the Finnvera Facility Agent makes a written demand therefor, find a replacement guarantee or other instrument satisfactory to all Tranche A Lenders, unless within such 10 day period all Tranche A Lenders confirm in writing that the Borrower is released from its obligations under this covenant, it being understood and agreed that any such replacement guarantee or instrument and any proceeds derived therefrom shall be for the sole and exclusive benefit of the Tranche A Lenders, provided that the Borrower shall not be obligated or liable under this Section 8.3 to the extent the events in (i) or (ii) above are a direct consequence of any act

of fraud or bad faith or any gross negligence or wilful misconduct of or on the part of the Finnvera Facility Agent or the Tranche A Lenders.

8.4 Cancellation of Tranche B Credit

The Borrower shall have sent to the Finnvera Facility B Agent by no later than the Closing Date an irrevocable written notice requesting the cancellation of the Tranche B Credit and termination of the Tranche B Loan Agreement.

9. EVENTS OF DEFAULT

In addition to the events of default set forth in Article 14 of the Credit Agreement, the occurrence of any of the following events shall constitute an Event of Default unless remedied within the prescribed delays or renounced in writing:

- 9.1 if the Borrower fails to pay the ECA Premium A or make any payment of interest or principal with respect to the Term Loan when due, or
- 9.2 if the Borrower fails to respect its obligations and undertakings under Section 8.3, or
- 9.3 if the Borrower or any Guarantor fails to respect any of its obligations and undertakings under this Schedule "P" or another undertaking of the Borrower or any Guarantor with respect to the Term Loan not otherwise contemplated by this Section 9.3 or by Section 14.1 of the Credit Agreement and has not remedied the Default within 15 days following the date on which the Finnvera Facility Agent has given written notice to the Borrower.

10. ASSIGNMENT

10.1 Assignment by the Borrower

The rights of the Borrower under the provisions of the Credit Agreement 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 Tranche A Lenders and rendering any balance outstanding of the amounts referred to in Section 14.2 of the Credit Agreement immediately due and payable at the option of the Tranche A Lenders and further releasing the Tranche A Lenders from any obligation to make any further Tranche A Advances under the provisions of this Schedule "P".

10.2 Assignments and Transfers by the Tranche A Lenders

- 10.2.1 Subject to the written approval of Finnvera, each Tranche A Lender may, at its own cost, assign or transfer to a Person entitled to lend money in Canada (the "**Tranche A Assignee**") in accordance with this Article 10 of this Schedule "P" up to 100% of its rights, benefits and obligations under the Credit Agreement with the prior written consent of the Borrower, which shall not be unreasonably withheld or delayed.
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After the occurrence of an Event of Default, any Tranche A Lender may transfer all or any part of its rights, benefits and obligations under the Credit Agreement to any Person, without the consent of the Borrower, but upon notice to the Finnvera Facility Agent and the Borrower and subject to the consent of Finnvera.

- 10.2.2 Notwithstanding subsection 10.2.2 of this Schedule "P", each Tranche A Lender shall be entitled to assign or transfer, at its own cost and without the consent of the Borrower, in accordance with the other provisions of this Article 10 of this Schedule "P", its rights, benefits and obligations under the Credit Agreement, in whole or in part, (i) to Finnvera; (ii) subject to the written approval of Finnvera, after the Availability Period; or (iii) subject to the written approval of Finnvera, to a parent or subsidiary corporation or an Affiliate of such Tranche A Lender or to an Approved Fund.
- 10.2.3 Notwithstanding anything in this Article 10, a Tranche A Lender may not assign or transfer any of its rights, benefits and obligations under the Credit Agreement, in whole or in part, unless such Tranche A Lender also assigns and transfers, in its capacity as Tranche B Lender and concurrently therewith, the same portion of its rights, benefits and obligations with respect to the Tranche B Loan to the same assignee.

10.3 **Transfer Agreement**

If a Tranche A Lender wishes to assign or transfer all or any of its rights, benefits and obligations under the Credit Agreement in accordance with Section 10.2 of this Schedule "P", then such assignment or transfer shall be effected by the execution and delivery of a duly completed and executed Finnvera Transfer Agreement by such Tranche A Lender to the Finnvera Facility Agent together with a transfer fee of Cdn.\$3,500 (except where the Tranche A Assignee is Finnvera in which case no such transfer fee shall be payable), at least 5 Business Days prior to the effective date of such transfer, whereupon, to the extent that in such Finnvera Transfer Agreement such Tranche A Lender seeks to assign or transfer its rights and obligations under the Credit Agreement:

- 10.3.1 such Tranche A Lender shall be released from further obligations to the Borrower with respect to the portion of the obligations of such Tranche A Lender assumed by the Tranche A Assignee under the Credit Agreement;
- 10.3.2 the Tranche A Assignee shall assume the obligations of such Tranche A Lender under the Credit Agreement and acquire the rights of such Tranche A Lender in respect of the Borrower, without novation of the Borrower's obligations;
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10.3.3 the Finnvera Facility Agent, such Tranche A Lender and the Tranche A Assignee shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the Tranche A Assignee been an original party to the Credit Agreement with the obligations under the Credit Agreement assumed and the rights acquired by it as a result of such assignment or transfer; and

10.3.4 the Borrower, the Finnvera Facility Agent and such Tranche A Lender shall all execute such documents and perform such acts as may be required to give effect to the transfer or assignment.

10.4 **Notice**

The Finnvera Facility Agent shall promptly deliver an executed copy of any Finnvera Transfer Agreement to each party thereto.

10.5 **Sub-Participations**

A Tranche A Lender may, at its own cost, grant one or more sub-participations in its rights, benefits and obligations under the Credit Agreement, provided that, notwithstanding any such sub-participation, such Tranche A Lender shall remain, insofar as the Borrower and the Finnvera Facility Agent are concerned, as the Tranche A Lender responsible under the Credit Agreement, and the Borrower shall not be obliged to recognize any such sub-participant as having the rights against it which it would have if it had been a party to the Credit Agreement.

10.6 **General**

Notwithstanding anything contained in this Article:

10.6.1 The Finnvera Facility Agent shall act as agent for each Tranche A Assignee and, in this connection, with respect to all decisions, notices and other matters relating to anything referred to in this Schedule "P" or in the Credit Agreement relating to the Finnvera Term Facility, the Borrower shall only be obliged to give notice to or request consents from the Finnvera Facility Agent; and

10.6.2 the amounts payable by the Borrower under this Schedule "P" shall not increase, whether in respect of withholding on account of taxes or otherwise, as a result of any such assignment or transfer to a Tranche A Assignee which is a non-resident of Canada as defined in the Income Tax Act (Canada).

11. THE FINNVERA FACILITY AGENT AND THE TRANCHE A LENDERS

11.1 Authorization of Finnvera Facility Agent

- 11.1.1 Each Tranche A Lender hereby irrevocably appoints and authorizes the Finnvera Facility Agent to act for all purposes as its agent under and in connection with the Finnvera Term Facility (including, without limitation, its role as guarantee holder of the ECA Guarantee for and on behalf of the Tranche A Lenders pursuant to the ECA Guarantee) with such powers as are expressly delegated to the Finnvera Facility Agent by the terms of the Credit Agreement and/or the ECA Guarantee, 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 Finnvera Facility Agent shall have no duties or responsibilities except those expressly set forth in this Schedule "P". As to any matters not expressly provided for by this Schedule "P", the Finnvera Facility Agent shall act under or in connection with this Schedule "P" in accordance with the instructions of the Tranche A Lenders in accordance with the provisions of this Article 11, but, in the absence of any such instructions, the Finnvera Facility Agent may (but shall not be obliged to) act as it shall deem fit in the best interests of the Tranche A Lenders, and any such instructions and any action taken by the Finnvera Facility Agent in accordance with this Article 11 shall be binding upon each Tranche A Lender. The Finnvera Facility Agent shall not, by reason of the Credit Agreement and/or the ECA Guarantee, be deemed to be a trustee for the benefit of any Tranche A Lender, the Borrower or any other Person and the Finnvera Facility Agent's duties under this Schedule "P" and/or the ECA Guarantee are solely mechanical and administrative in nature. Neither the Finnvera Facility Agent nor any of its directors, officers, employees or agents shall be responsible to the Tranche A Lenders for any recitals, statements, representations or warranties contained in the Credit Agreement or in any certificate or other document referred to, or provided for in (including, without limitation, the ECA Guarantee), or received by any of them under, the Credit Agreement and/or the ECA Guarantee, for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Credit Agreement, or any other document referred to or provided for in the Credit Agreement (including, without limitation, the ECA Guarantee) or any collateral provided for by the Credit Agreement or for any failure by the Borrower to perform its obligations under the Credit Agreement. The Finnvera Facility Agent may employ agents and attorneys-in-fact to assist the Finnvera Facility Agent 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 Finnvera Facility Agent nor any of its directors, officers, employees or
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agents shall be responsible for any action taken or omitted to be taken by it or them under or in connection with the Credit Agreement (including, without limitation, the ECA Guarantee), except for its or their own gross negligence or wilful misconduct.

11.2 **Finnvera Facility Agent's Responsibility**

- 11.2.1 The Finnvera Facility Agent shall be entitled to rely upon any certificate, notice or other document (including any cable, telegram, telex or facsimile) 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 Finnvera Facility Agent. The Finnvera Facility Agent may deem and treat each Tranche A Lender as the holder of the Tranche A Commitment in the Term Loan made by such Tranche A Lender for all purposes hereof unless and until a Tranche A Assignment has been completed in accordance with Section 10.2 of this Schedule "P".
- 11.2.2 The Finnvera Facility Agent shall not be deemed to have knowledge of the occurrence of a Default or Event of Default unless the Finnvera Facility Agent has received notice from the Agent, a Tranche 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 Finnvera Facility 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 Finnvera Facility Agent shall promptly give notice thereof to the Tranche A Lenders.
- 11.2.3 The Finnvera Facility Agent shall have no responsibility, (a) to the Borrower on account of the failure of any Tranche A Lender to perform its obligations under the Credit Agreement, or (b) to any Tranche A Lender on account of the failure of (i) the Borrower to perform its obligations under the Credit Agreement or (ii) Finnvera to perform its obligations under the ECA Guarantee.
- 11.2.4 Each Tranche A Lender severally represents and warrants to the Finnvera Facility 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 Tranche A Commitment in the Term Loan under this Schedule "P" and has not relied on any information provided to such Tranche A Lender by the Finnvera Facility Agent in connection with the Credit Agreement (including, without limitation, the ECA Guarantee), and each Tranche A Lender represents and warrants to the Finnvera Facility Agent that it shall continue to make its own independent appraisal of the creditworthiness of the Borrower while the Term Loan is
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outstanding or the Tranche A Lenders have any obligations under the Credit Agreement.

11.3 Rights of Finnvera Facility Agent as Tranche A Lender

With respect to its Tranche A Commitment in the Term Loan, the Finnvera Facility Agent in its capacity as a Tranche A Lender shall have the same rights and powers under the Credit Agreement as any other Tranche A Lender and may exercise the same as though it were not acting as the Finnvera Facility Agent and the term "Tranche A Lender" shall, unless the context otherwise indicates, include the Finnvera Facility Agent in its capacity as a Tranche A Lender. The Finnvera Facility Agent may (without having to account therefor to any Tranche A 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 Finnvera Facility Agent and may accept fees and other consideration from the Borrower for customary services in connection with the Credit Agreement and the Term Loan and otherwise without having to account for the same to the Tranche A Lenders.

11.4 Indemnity

Each Tranche A Lender agrees to indemnify the Finnvera Facility Agent, to the extent not otherwise reimbursed by the Borrower, rateably in accordance with its respective Tranche A Commitment, 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 Finnvera Facility Agent in any way relating to or arising out of the Credit Agreement, the Security Documents or any other documents contemplated by or referred to in the Credit Agreement, the Security Documents or such other documents or the transactions contemplated by the Credit Agreement (including, without limitation, the ECA Guarantee), the Security Documents or such other documents (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 under the Credit Agreement) or the enforcement of any of the terms of the Credit Agreement, the Security Documents or such other documents (including, without limitation, the ECA Guarantee), provided that no Tranche A Lender shall be liable for any of the foregoing to the extent they arise from the Finnvera Facility Agent's gross negligence or wilful misconduct.

11.5 Notice by Finnvera Facility Agent to Tranche A Lenders

As soon as practicable after its receipt thereof, the Finnvera Facility Agent will forward to each Tranche A Lender a copy of each report, notice or other document required by the Credit Agreement to be delivered to the Finnvera Facility Agent for such Tranche A Lender.

11.6 Protection of Finnvera Facility Agent

- 11.6.1 The Finnvera Facility Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of the Credit Agreement or any other document referred to or provided for in the Credit Agreement or such other document or to inspect the properties or books of the Borrower. Except (in the case of the Finnvera Facility Agent) for notices, reports and other documents and information expressly required to be furnished to the Tranche A Lenders by the Finnvera Facility Agent under the Credit Agreement, the Finnvera Facility Agent shall have no duty or responsibility to provide any Tranche A Lender with any credit or other information concerning the affairs or financial condition of the Borrower which may come to the attention of the Finnvera Facility Agent, except where provided to the Finnvera Facility Agent for the Tranche A Lenders, provided that such information does not confer any advantage to the Finnvera Facility Agent as a Tranche A Lender over the other Tranche A Lenders. Nothing in the Credit Agreement shall oblige the Finnvera Facility Agent to disclose any information relating to the Borrower if such disclosure would or might, in the opinion of the Finnvera Facility Agent, constitute a breach of any Applicable Laws or duty of secrecy or confidence.
- 11.6.2 Unless the Finnvera Facility Agent shall have been notified in writing or by telegraph, telex or facsimile by any Tranche A Lender, prior to the date of a Tranche A Advance requested under this Schedule "P" or the Tranche A Rollover Date, that such Tranche A Lender does not intend to make available to the Finnvera Facility Agent such Tranche A Lender's proportionate share of such Tranche A Advance, based on its Tranche A Commitment, the Finnvera Facility Agent may assume that such Tranche A Lender has made such Tranche A Lender's Tranche A Commitment in such Tranche A Advance available to the Finnvera Facility Agent on the date of such Tranche A Advance and the Finnvera Facility Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Finnvera Facility Agent by such Tranche A Lender (and such amount was disbursed by the Finnvera Facility Agent to the Borrower), the Finnvera Facility Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances) on demand from such Tranche A Lender or, if such Tranche A Lender fails to reimburse the Finnvera Facility Agent for such amount on demand, from the Borrower.
- 11.6.3 Unless the Finnvera Facility Agent shall have been notified in writing or by telegraph, telex or facsimile by the Borrower, prior to the date on
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which any payment is due, to the Finnvera Facility Agent or the Tranche A Lenders under the Credit Agreement that the Borrower does not intend to make such payment, the Finnvera Facility Agent may assume that the Borrower has made such payment when due and the Finnvera Facility Agent may, in reliance upon such assumption, make available to each Tranche A Lender on such payment date an amount equal to such Tranche A 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 Finnvera Facility Agent, each Tranche A Lender shall forthwith on demand repay to the Finnvera Facility Agent the amount made available to such Tranche A Lender (together with interest at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances).

11.7 Notice by Tranche A Lenders to Finnvera Facility Agent

Each Tranche A Lender shall endeavour to use its best efforts to notify the Finnvera Facility Agent of the occurrence of any Default or Event of Default forthwith upon becoming aware of such event, but no Tranche A Lender shall be liable if it fails to give such notice to the Finnvera Facility Agent.

11.8 Sharing Among the Tranche A Lenders

Without duplication with Section 18.8 of the Credit Agreement:

- 11.8.1 Each Tranche A Lender agrees that as amongst themselves, except as otherwise provided for by the provisions of the Credit Agreement, all amounts received by the Finnvera Facility Agent, in its capacity as agent of the Tranche A Lenders, pursuant to the Credit Agreement or any other document contemplated by the Credit Agreement (including, without limitation, in its role as guarantee holder for and on behalf of the Tranche A Lenders pursuant to the ECA Guarantee) (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 Tranche A Lender in relation to the Credit Agreement (including, without limitation, the ECA Guarantee) shall be shared by each Tranche A Lender *pro rata*, in accordance with their respective Tranche A Commitment and each Tranche A Lender undertakes to do all such things as may be reasonably required to give full effect to this Section 11.8. If any amount which is so shared is later recovered from the Tranche A Lender who originally received it, each other Tranche A Lender shall restore its proportionate share of such amount to such Tranche A Lender, without interest. The Finnvera Facility Agent shall not be bound to account to any Tranche A Lender
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for any sum or the profit element of any sum received by it for its own account.

- 11.8.2 As a necessary consequence of the foregoing, each Tranche A Lender shall share, in a percentage equal to its Tranche A Commitment, any losses incurred as a result of any Default or Event of Default by the Borrower, and shall pay to the Finnvera Facility Agent, within two (2) Business Days following a request by the Finnvera Facility Agent, any amount required to ensure that such Tranche A Lender bears its *pro rata* share of such losses, if any. Such obligation 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 Tranche A Lender may have against the Finnvera Facility Agent, 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 the Credit 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 Tranche A Lender does not make available the amount required under this Section 11.8, the Finnvera Facility Agent shall be entitled to recover such amount on demand from such Tranche A Lender, together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances from the date of non-payment until such amount is paid in full.

11.9 **Procedure with respect to Tranche A Advances**

Subject to the provisions of this Schedule "P", upon receipt of a Tranche A Notice of Borrowing or a Notice of New Tranche A Designated Period from the Borrower and no later than three (3) Business Days prior to the date of the proposed Tranche A Advance or the Tranche A Rollover Date, the Finnvera Facility Agent shall, without delay, advise each Tranche A Lender of the receipt of such notice, of the date of such Tranche A Advance or the Tranche A Rollover Date, of its proportionate share of the amount of each Tranche A Advance or continuation thereof and of the relevant details of the Finnvera Facility Agent's account(s). Each Tranche A Lender shall disburse its proportionate share of each Tranche A Advance, taking into account its Tranche A Commitment, and shall make it available to the Finnvera Facility Agent on the date of the Tranche A Advance fixed by the Borrower, by depositing its proportionate share of the Tranche A Advance in the Finnvera Facility Agent's account in Canadian Dollars or US Dollars, as the case may be. Once the Borrower has fulfilled the conditions stipulated in this Schedule "P", the Finnvera Facility Agent will make such amounts available to the Borrower on the date of the Tranche A Advance, at the Finnvera Facility Agency Branch, and, in the absence of other arrangements made in writing between the Finnvera Facility Agent and the Borrower, by transferring or causing to be transferred an equivalent

amount in accordance with the instructions of the Borrower which appear in the Tranche A Notice of Borrowing with respect to each Tranche A Advance; however, the obligation of the Finnvera Facility Agent with respect to this Section 11.9 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 Finnvera Facility Agent shall not be liable for damages, claims or costs imputed to the Borrower and resulting from the fact that the amount of a Tranche A Advance did not arrive at its agreed-upon destination.

11.10 Accounts kept by each Tranche A Lender

Each Tranche A Lender shall keep in its books, in respect of its Tranche A Commitment, accounts for the Tranche A CDOR Advances and other amounts payable by the Borrower to such Tranche A Lender under the Credit Agreement. Each Tranche A Lender shall make appropriate entries showing, as debits, the amount of the Debt of the Borrower to it in respect of the Tranche A CDOR Advances, the amount of all accrued interest and any other amount due to such Tranche A Lender pursuant to the Credit Agreement 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 Tranche A Lender pursuant to the Credit Agreement. These accounts shall constitute (in the absence of manifest error or of contradictory entries in the accounts of the Finnvera Facility Agent referred to in Section 3.5 of this Schedule "P") *prima facie* evidence of their content against the Borrower.

The accounts which are maintained by the Finnvera Facility Agent shall constitute, except in the case of manifest error, *prima facie* proof of the amounts advanced by the Tranche A Lenders, the interest and other amounts due to them and the payments of principal, interest or others made to the Tranche A Lenders.

11.11 Binding Determinations

The Finnvera Facility Agent shall proceed in good faith to make any determination which is required in order to apply the Credit Agreement and, once made, such determination shall be final and binding upon all parties, except in the case of manifest error.

11.12 Amendment of Article 11

The provisions of this Article 11 relating to the rights and obligations of the Tranche A Lenders and the Finnvera Facility Agent *inter se* may not be amended or added to, at any time or from time to time, without the consent and agreement of the Finnvera Facility Agent and the Tranche A Lenders by way of an instrument in writing, which instrument in writing shall validly and effectively amend or add to any or all of the provisions of this Article affecting the Tranche A Lenders without requiring the execution of such instrument in writing by the Borrower.

11.13 Provisions for the Benefit of Tranche A Lenders Only

The provisions of this Article 11 relating to the rights and obligations of the Tranche A Lenders and Finnvera Facility Agent *inter se* shall be operative as between the Tranche A Lenders and Finnvera Facility 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 11.2.3 of this Schedule “P” shall be applicable as between the Borrower, the Guarantors (if applicable) and the Finnvera Facility Agent.

11.14 Resignation of Finnvera Facility Agent

- 11.14.1 Notwithstanding the irrevocable appointment of the Finnvera Facility Agent, the Majority Tranche A Lenders and the Majority Tranche B Lenders (as defined in the Tranche B Loan Agreement) may collectively (with the consent of the Borrower), upon giving the Finnvera Facility Agent thirty (30) days prior written notice to such effect, terminate the Finnvera Facility Agent’s appointment under this Schedule “P” provided that a successor Finnvera Facility Agent has been appointed at or prior to the expiry of such notice.
 - 11.14.2 The Finnvera Facility Agent may resign its appointment under this Schedule “P” at any time without giving any reason therefor by giving written notice to such effect to each of the Borrower and the Tranche A Lenders. Such resignation shall not be effective until a successor Finnvera Facility Agent has been appointed.
 - 11.14.3 In the event of any such notice of termination or resignation, the Majority Tranche A Lenders and the Majority Tranche B Lenders (as defined in the Tranche B Loan Agreement) shall collectively appoint a successor Finnvera Facility 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 Finnvera Facility Agent shall be discharged from any further obligations under the Credit Agreement but shall remain entitled to the benefit of the provisions of this Article 11 and the Finnvera Facility Agent’s successor and each of the Borrower and the Tranche A Lenders shall have the same rights and obligations among themselves as they would have had if such successor had originally acted as agent under the Finnvera Term Facility. If the Majority Tranche A Lenders and the Majority Tranche B Lenders have not collectively appointed a successor Finnvera Facility Agent within thirty (30) days of the delivery of any notice of termination or resignation as set forth above, the Finnvera Facility Agent (with the consent of the Borrower, which consent shall not be unreasonably withheld or delayed) may appoint a successor Finnvera Facility Agent.
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12. NOTICES

Except where otherwise specified in this Schedule "P", all notices, requests, demands or other communications between the Finnvera Facility Agent, the Tranche A Lenders and the Borrower 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, when delivered to the party (by certified mail, postage prepaid, or electronic mail or by facsimile or by physical delivery) to the address of such party and to the attention indicated under the signature of such party to the Amending Agreement or to any other address which said parties 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 e-mailed or telecopied before 3:00 P.M. (time of recipient) on a Business Day, on that day and if telecopied after 3:00 P.M. (time of recipient) on a Business Day, on the Business Day next following the date of transmission. If normal postal or electronic mail 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.

13. REVERSAL OF DECISIONS, AMENDMENTS AND WAIVERS

Upon the expiry of the Term (as such Term may be further extended from time to time) of and the cancellation of the Revolving Facility, the Tranche A Lenders shall have the option but not the obligation to, in their sole discretion and with the prior written consent of the Majority Tranche A Lenders, reverse any decisions taken, amendments made and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Majority Lenders at any time during the last six (6) months of the Term of the Revolving Facility with respect to any provisions of the Credit Agreement which are shared between and applicable to the Revolving Facility and the Finnvera Term Facility, the whole to the extent that the Majority Tranche A Lenders did not vote in favour of such decision, amendment, waiver or consent.

14. DECISIONS, AMENDMENTS AND WAIVERS

The Borrower agrees and acknowledges that in connection with any request made by it for any material amendment, consent or waiver under the Loan Documents, the Finnvera Facility Agent shall seek the consent of Finnvera and comply with the written instructions and notices of Finnvera in respect of any such request.

15. CONFIDENTIALITY

Each of the Finnvera Facility Agent and the Tranche A Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) on a need to know basis, to its Affiliates and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (to the extent necessary to administer or enforce the Credit Agreement) (it being understood that

the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and will be bound and instructed to keep such Information confidential); (b) to the extent requested by any regulatory authority having jurisdiction over it (including any self-regulatory authority); (c) to the extent required by Applicable Law or other legal process; (d) to any other party to the Credit Agreement; (e) to the extent reasonable, in connection with the exercise of any remedies under the Credit Agreement or any action or proceeding relating to the Credit Agreement or the enforcement of rights under the Credit Agreement; (f) subject to an agreement containing provisions substantially the same as those of this Article, to (x) any Tranche A Assignee or participant in, or any prospective Tranche A Assignee or participant in, any of its rights or obligations under this Schedule "P" and (y) any actual or prospective counterparty (or its advisors) to any swap, hedge, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations; (g) to any Person with the consent of the Borrower; (h) to any Person to the extent such Information (x) is or becomes publicly available other than as a result of a breach of this Article or (y) becomes available to the Finnvera Facility Agent or any Tranche A Lender on a non-confidential basis from a source other than the Borrower and provided such source has not, to the knowledge of the Finnvera Facility Agent or such Tranche A Lender, breached a duty of confidentiality owed to the Borrower, the Finnvera Facility Agent or the Tranche A Lenders; (i) to Finnvera; or (j) to NSN, to the extent necessary in the reasonable opinion of the Finnvera Facility Agent and only in respect of the mechanics of the disbursement of Tranche A Advances. For purposes of this Article, "Information" means all information relating to the Borrower or any of its Affiliates or any of their respective businesses including all information relating to the transactions contemplated by this Schedule "P", other than any such information that is available to the Finnvera Facility Agent or any Tranche A Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Article shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Finnvera Facility Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Schedule "P"), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers. In addition, and notwithstanding anything in this Schedule "P" to the contrary, the Finnvera Facility Agent and the Tranche A Lenders may disclose the existence of the credit facilities established under this Schedule "P" and non-sensitive information relating to same to Finnvera (who may publish same on their website), market data collectors, recognized trade publishers and similar service providers for general circulation in the loan market and/or for general advertising purposes.

EXHIBIT "P-1" - LIST OF TRANCHE A LENDERS AND TRANCHE A COMMITMENTS

<u>Tranche A Lender</u>	<u>Tranche A Commitment (Cdn.\$)</u>	<u>Tranche A Commitment (%)</u>
The Toronto-Dominion Bank	\$37,500,000	50.0%
HSBC Bank plc	\$28,125,000	37.5%
Sumitomo Mitsui Banking Corporation of Canada	\$9,375,000	12.5%
Total	\$75,000,000	100%

EXHIBIT "P-1A" - TRANCHE A NOTICE OF BORROWING

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: **VIDÉOTRON LTÉE**

DATE:

1) This Tranche A Notice of Borrowing is delivered to you pursuant to Section 3.1 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Unless otherwise indicated herein, all defined terms set forth in this Tranche A Notice of Borrowing shall have the respective meanings set forth in Exhibit "P-5" to Schedule "P" to the Credit Agreement.

2) We hereby request a Cdn.\$_____ (representing the CAD Equivalent of US\$_____) Tranche A Advance under the Finnvera Facility A of the Credit Agreement as follows:

- (a) Date of Tranche A Advance:_____
- (b) Amount of Tranche A Advance:_____
- (c) Tranche A Designated Period:_____
- (d) Payment instruction (if any):_____

3) We have understood the provisions of Schedule "P" to the Credit Agreement which are relevant to the furnishing of this Tranche A Notice of Borrowing. To the extent that this Tranche A Notice of Borrowing evidences, attests or confirms compliance with any covenants or conditions precedent provided for in the Credit Agreement (including, without limitation, those set forth in Schedule "P" to 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, 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 such 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) All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement, as supplemented by Article 8 of Schedule "P" to the Credit Agreement,
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together with all of the conditions precedent to a Tranche A Advance and all other terms and conditions contained in the Credit Agreement have been fully complied with.

(c) No Event of Default (as defined in the Credit Agreement) has occurred and no Default (as defined in the Credit Agreement) has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

(a) All of the representations and warranties of the Borrower contained in Article 11 of the Credit Agreement (except where qualified in such 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) All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement, as supplemented by Article 8 of Schedule "P" to the Credit Agreement and all other terms and conditions contained in the Credit Agreement have been fully complied with.

(c) No Event of Default (as defined in the Credit Agreement) has occurred and no Default (as defined in the Credit Agreement) has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

EXHIBIT "P-2" - NOTICE OF REPAYMENT

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: **VIDÉOTRON LTÉE**

DATE:

- 1) This notice of repayment is delivered to you pursuant to Section 5.2 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement"). All defined terms set forth in this notice shall have the respective meanings set forth in Schedule "P" to the Credit Agreement.
- 2) We hereby advise you that we will be repaying the sum of Cdn.\$_____ on _____ as follows [**indicate amount payable in respect of the Finnvera Facility A as well as the type of Tranche A Advance to be repaid**].
- 3) As to an amount of Cdn. \$_____, the above-mentioned payment should be treated as a [**voluntary repayment/prepayment**] under Section 5.2 of Schedule "P" to the Credit Agreement, which we understand will have the effect of reducing the amount of the Finnvera Facility A by an equal amount (or by an equivalent amount, if in US\$).

Yours truly,

VIDÉOTRON LTÉE

Per: _____
Name:
Title:

EXHIBIT "P-3" – OFFICER'S CERTIFICATE

I, the undersigned, _____, the _____, of Vidéotron Ltée (the "**Borrower**"), do hereby certify as follows:

- (a) I have taken cognizance of all the terms and conditions of the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, as well as of all contracts, agreements and deeds pertaining thereto; and
- (b) no Default or Event of Default has occurred nor exists thereunder; and
- (c) the corporate structure of the VL Group is as set out in the diagram attached to this certificate; and
- (d) all of the movable property owned by the VL Group as of the date hereof is located in the province of Québec and in Ontario and, with respect to Videotron US Inc. only, in the United States;
- (e) each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
- (f) the performance by the Borrower of its obligations under the NSN Contract in accordance with its terms and the completion of the transactions contemplated therein do not require any consents or approvals, do not violate any Applicable Laws, and do not conflict with, violate or constitute a breach under the documents of incorporation or by-laws of the Borrower.

All expressions referred to herein have the meanings ascribed to them in the Credit Agreement.

Executed at the City of Montreal, Province of Quebec this _____ day of _____, 2011.

Encl. _____

EXHIBIT "P-4" – FINNVERA TRANSFER AGREEMENT

TO: **HSBC BANK PLC** (the "**Finnvera Facility Agent**"); and

VIDÉOTRON LTÉE (the "**Borrower**")

WHEREAS the Borrower entered into a Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may have been further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"), with the Finnvera Facility Agent, as Finnvera Facility agent and Tranche A Lender, and with other Tranche A Lenders, whereby the Tranche A Lenders agreed to provide the Borrower with certain credit facilities; and

WHEREAS pursuant to and in accordance with Article 10 of Schedule "P" to the Credit Agreement, a Tranche A Lender may, **[with the prior consent of and/or notice to the Borrower/the Finnvera Facility Agent/Finnvera (include as applicable in the circumstances)]** assign or transfer all or any of its rights, benefits and obligations under the Credit Agreement by duly completing, executing and delivering to the Finnvera Facility Agent and to the Borrower this Finnvera Transfer Agreement; and

WHEREAS _____ (the "**Transferor**") wishes to assign or transfer to _____ (the "**Assignee**") the rights, benefits and obligations of the Transferor under the Credit Agreement specified herein;

WHEREAS [the Borrower/the Finnvera Facility Agent/Finnvera (include as applicable in the circumstances)] have **[consented/been notified (include as applicable in the circumstances)]** in writing to such assignment or transfer pursuant to the provisions of Article 10 of Schedule "P" to the Credit Agreement **[and have reiterated their consent hereby (include as applicable in the circumstances)]**;

NOW THEREFORE in consideration of the foregoing and of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the signatories hereto agree as follows:

1. Unless otherwise indicated herein, all capitalized terms defined in Exhibit "P-5" of Schedule "P" to the Credit Agreement and not otherwise defined herein have the same meaning as in Exhibit "P-5" of Schedule "P" to the Credit Agreement.
 2. The Transferor assigns and transfers to the Assignee the following rights, benefits and obligations, without warranty (the "**Transfer**"): (description of the transferred rights, benefits and obligations, indicating retained interest or fees, if applicable, extent of the Assignee's interest and any applicable arrangements if any Tranche A CDOR Advances are outstanding at the time of the Assignment)
-

(the “**Transferred Rights**” and the “**Transferred Obligations**”, as applicable). The Transfer shall be effective as of _____, _____.

3. If the Tranche A Advances made by the Assignee are less than the proportionate share of all Tranche A Advances based on the Tranche A Commitment of the Assignee in the Tranche A Credit, the Assignee shall, on demand, indemnify the Transferor in respect of the principal amount of the corresponding Tranche A Advances made by the Transferor in excess of the Transferor’s Tranche A Commitment. The Tranche A Advances in respect of which the Assignee is bound to indemnify the Transferor are set out in Schedule “B” hereto. On the effective date of the Transfer, the Transferor shall pay to the Assignee the indemnity fees in respect of [**Tranche A CDOR Advances**] in the amounts specified in Schedule “B” during the period in which the Assignee is to indemnify the Transferor.

4. The Assignee accepts the Transfer and assumes the Transferred Obligations without novation and without warranty (the “**Assumption**”). The Assignee acknowledges and accepts that the Assignee and the Agent (as defined in the Credit Agreement) are solidary creditors of the Borrower and the Guarantors (as defined in the Credit Agreement) in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors (as defined in the Credit Agreement) to each of them under the Credit Agreement as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*.

5. The Transfer and the Assumption are governed by and subject to Article 10 of Schedule “P” to the Credit Agreement.

6. The Transferor and the Assignee acknowledge that arrangements have been made between them as to the portion, if any, of Tranche A Fees and interest received or to be received by the Transferor pursuant to Schedule “P” to the Credit Agreement and to be paid by the Transferor to the Assignee.

7. The Assignee acknowledges and confirms that it has not relied upon and that neither the Transferor nor the Finnvera Facility Agent has made any representation or warranty whatsoever as to the due execution, legality, effectiveness, validity or enforceability of the Credit Agreement or any other documentation or information delivered by the Transferor or the Finnvera Facility Agent to the Assignee in connection therewith or for the performance thereof by any party thereto or for the performance of any obligation by any Subsidiary (as defined in the Credit Agreement) or for the financial condition of the Borrower or of any Subsidiary. All representations, warranties and conditions expressed or implied by law or otherwise are hereby excluded.

8. The Assignee represents and warrants that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, affairs, status and nature of the Borrower and has not relied and will not hereafter rely on the Transferor and/or the Finnvera Facility Agent to appraise or keep under review on its behalf the financial condition, creditworthiness, affairs, status or nature of the Borrower. The Assignee acknowledges and agrees that it has no right to obtain any

non-public information directly from the Borrower and that it will request any information it requires solely from the Finnvera Facility Agent.

9. Each of the Transferor and the Assignee represents and warrants to the other and to the Finnvera Facility Agent, the other Tranche A Lenders and the Borrower, that it has the right, capacity and power to enter into the Transfer and the Assumption in accordance with the terms hereof and to perform its obligations arising therefrom, and all action required to authorize the execution and delivery hereof and the performance of such obligations has been duly taken.

10. This Finnvera Transfer Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada.

11. The parties confirm having requested that this document be drafted in the English language. Les parties confirment avoir requis que ce document soit rédigé en langue anglaise.

Following the Transfer and Assumption, Exhibit "P-1" to Schedule "P" to the Credit Agreement will be replaced by Schedule "A" annexed hereto.

AND THE PARTIES HAVE SIGNED AS OF _____, 20 ____.

as Transferor

as Assignee

Per: _____

Per: _____

Per: _____

Per: _____

[CONSENTED TO AND ACKNOWLEDGED:] *(include and adjust signatories as applicable in the circumstances)*

FINNVERA PLC

VIDÉOTRON LTÉE

Per: _____

Per: _____

Per: _____

Per: _____

EXHIBIT "P-5" – INTERPRETATION AND DEFINITIONS

Definitions

Capitalized terms used and not otherwise defined in this Schedule "P" have the meanings ascribed thereto in the Credit Agreement. The following words and expressions, when used in Schedule "P" or in any agreement supplementary to the Credit Agreement, unless the contrary is stipulated, have the following meaning:

"Amending Agreement" means the Tenth Amending Agreement to the Credit Agreement dated as of November 13, 2009 between, *inter alia*, the Borrower, the Agent, the Finnvera Facility Agent, and certain lenders;

"Availability Period" means, with respect to the Finnvera Term Facility, the period from the Signing Date (subject to satisfying the conditions precedent set forth in Article 6 of Schedule "P") until the earlier of (i) the date falling 24 months after the Signing Date and (ii) the full utilization, cancellation or termination of the Finnvera Term Facility;

"Business Day" means any day, except Saturdays, Sundays and other days which in Montreal or Toronto (Canada) or London (England) or, to the extent Finnvera becomes a Tranche A Assignee under Schedule "P" or is subrogated into the rights of any Tranche A Lender, Helsinki (Finland), are holidays or days on which banking institutions are not authorized to be open or required by law or by local proclamation to close;

"CAD Equivalent" means the equivalent in Canadian Dollars of any value or sum denominated in US Dollars using the rate of exchange quoted by the Bank of Canada as the noon mid-market spot rate for such conversion on the day preceding the Business Day on which such determination is made;

"CDOR Rate" means, with respect to any Tranche A Designated Period of 30 to 183 days relating to a Tranche A CDOR Advance, the annual rate of discount or interest which is the arithmetic average of the discount rates (rounded upwards to the nearest multiple of 0.01%) for bankers' acceptances denominated in Canadian Dollars for such term and face amount identified as such on the Reuters Screen CDOR Page at approximately 10:00 A.M. (Montreal time) on the date on which such Tranche A CDOR Advance is to be made or on the Tranche A Rollover Date, as the case may be, or if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Finnvera Facility Agent after 10:00 A.M. (Montreal time) to reflect any error in any posted rate or in the posted average annual rate). If the rate does not appear on the Reuters Screen CDOR Page as contemplated above, then the CDOR Rate on any day shall be calculated by the Finnvera Facility Agent at the arithmetic average of the discount rates (rounded upwards to the nearest multiple of 0.01%) for bankers' acceptances denominated in Canadian Dollars for such term comparable to the Tranche A Designated Period and such face amount comparable to the Tranche A CDOR Advance Amount of, and as quoted by, the Schedule "I" Reference Banks, as of 10:00 A.M. (Montreal time) on that day, or if that day is not a Business Day, then on the immediately preceding Business Day. Each calculation by the Finnvera Facility Agent of the CDOR Rate shall be binding and conclusive for all purposes, absent manifest error;

"Commitment Fee Letter" means the letter agreement dated November 13, 2009 entered into between the Borrower and the Finnvera Facility Agent, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**Cost of Funds**” means a Tranche A Lender’s cost of funds as determined by it and expressed as an annual rate to borrow Canadian dollars for a Tranche A Designated Period including, *inter alia*, as the case may be, the cost of keeping base, excess or emergency reserves (as may be required from time to time by Law and competent authorities), the cost of Canada deposit insurance and any tax or assessment that must be deducted or withheld by such Tranche A Lender, as applicable, and as described by such Tranche A Lender to the Borrower by way of a statement which sets forth the calculations used in determining such cost of funds;

“**Cost of Funds Basis**” means the basis of calculation of interest on the Tranche A Advances, or any part thereof, made or deemed to have been made in accordance with the provisions of Sections 3.9 and 3.11 of Schedule “P”, respectively;

“**Credit Agreement**” means the credit agreement dated as of November 28, 2000 entered into among, *inter alia*, the Borrower, the financial institutions party thereto from time to time and Royal Bank of Canada, as administrative agent (as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented, amended and restated or otherwise modified from time to time);

“**Default Rate**” means, for any day, the CDOR Rate which would apply to bankers’ acceptances with a period of one month, plus 4%;

“**Domestic Tranche A Lender**” means a Tranche A Lender who is a resident of Canada (within the meaning of the *Income Tax Act* (Canada)) and any other Tranche A Lender who has the ability to fund via the CDOR Rate;

“**ECA Guarantee**” means the Buyer Credit Guarantee Agreement Bc 112-08 dated November 13, 2009 (and the General Conditions for Buyer Credit Guarantees dated March 1, 2004 annexed thereto) granted by ECA to and in favour of, among others, the Tranche A Lenders, in connection with, *inter alia*, the Finnvera Term Facility, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**ECA Premium A**” means the premiums payable by the Borrower to or for the account of ECA in respect of the ECA Guarantee;

“**Eighth Repayment Date**” means the date that falls 42 months after the First Repayment Date; “**Euros or “€”**” means the lawful currency of the member states of the European Union;

“**Fee Letter**” means the letter agreement dated as of March 5, 2009 entered into between the Borrower, HSBC Bank plc and TD Securities, as amended on November 13, 2009 and as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**Finnvera**” or “**ECA**” means Finnvera plc;

“**Finnvera Facility Agency Branch**” means the branch of the Finnvera Facility Agent located at 8 Canada Square, Canary Wharf, London, UK, E14 5HQ, or such other address which the Finnvera Facility Agent may notify the Borrower from time to time;

“**Finnvera Facility Agent**” means HSBC Bank plc, in its capacity as facility agent for all of the Tranche A Lenders;

“**Finnvera Facility B Agent**” means HSBC Bank plc, in its capacity as facility agent for all of the Tranche B Lenders;

“**Finnvera Facility B Security Agent**” means The Toronto-Dominion Bank, in its capacity as security agent for all the Tranche B Lenders;

“**Finnvera Term Facility**” means the facility under which the Tranche A Credit is made available pursuant to Section 1 of Schedule “P”;

“**Finnvera Transfer Agreement**” means a transfer agreement substantially in the form annexed to this Schedule “P” as Exhibit “P-4”;

“**First Repayment Date**” means June 15, 2010;

“**Foreign Tranche A Lender**” means a Tranche A Lender who is a non-resident of Canada (within the meaning of the *Income Tax Act* (Canada)) and who is authorized by law to lend money in Canada;

“**LIBOR Reference Banks**” means HSBC Bank plc, Barclays Bank plc and UBS AG and any other leading banks in the London inter-bank market as may be agreed to from time to time by the Finnvera Facility Agent and the Borrower;

“**Majority Tranche A Lenders**” means Tranche A Lenders having at least 51% of the Tranche A Commitments;

“**Maturity Date**” means June 15, 2018;

“**Notice of New Tranche A Designated Period**” means a notice substantially in the form of Exhibit “P-1B” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 3.3 of Schedule “P”;

“**Notice of Repayment**” means a notice substantially in the form of Exhibit “P-2” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 5.2 of Schedule “P”;

“**NSN**” means Nokia Siemens Networks Oy and any affiliates thereof;

“**NSN Contract**” means, collectively, the Master Purchase Agreement and the Care Agreement, each dated October 21, 2008 between the Borrower, as purchaser, and NSN, as supplier, as amended, restated, supplemented or otherwise modified from time to time;

“**Purchase Price**” means the purchase price for telecommunications equipment, software and related goods and services not being equipment, software, goods and services of Canadian origin purchased or to be purchased by the Borrower from NSN pursuant to and as more fully set out in the NSN Contract;

“**Regulatory Approval**” means the receipt of all material consents and approvals of all governmental bodies having jurisdiction which are required to be obtained in connection with the consummation of the NSN Contract including, without limitation, the approval of the CRTC;

“**Repayment Date**” means the First Repayment Date and each date that falls at the end of each 6-month period thereafter up to and including the Maturity Date;

“**Required Documents**” means the documents listed in and annexed to each Tranche A Notice of Borrowing;

“**Schedule I Reference Banks**” means The Toronto-Dominion Bank and any other bank or banks named in Schedule I to the *Bank Act* (Canada) as may be agreed from time to time by the Finnvera Facility Agent and the Borrower;

“**Security Agent**” means The Toronto-Dominion Bank, in its capacity as security agent for all the Tranche A Lenders;

“**Signing Date**” means the date of execution of the Amending Agreement;

“**Term Loan**” means, at any time, the aggregate of the Tranche A Advances outstanding in accordance with the provisions of Schedule “P”, together with all unpaid interest thereon and any other amount in principal, interest and accessory fees, costs and expenses payable to the Finnvera Facility Agent or the Tranche A Lenders by the Borrower pursuant to the Credit Agreement including, without limitation, the Tranche A Fees, the Commitment Fee and the Finnvera Handling Fee;

“**Tranche A Advance**” means any advance by a Tranche A Lender under Schedule “P”, including a Tranche A CDOR Advance;

“**Tranche A Advance Amount**” means a Tranche A CDOR Advance Amount;

“**Tranche A Assignee**” has the meaning ascribed to it in subsection 16.2.1 of Schedule “P” and shall be deemed to include Finnvera if an assignment and transfer is made to it in accordance with the provisions of Article 10 of Schedule “P”;

“**Tranche A Assignment**” means an assignment of all or a portion of a Tranche A Lender’s rights and obligations under Schedule “P” in accordance with Sections 10.2 and 10.3 of Schedule “P”;

“**Tranche A Borrowing Certificate**” means a certificate substantially in the form of Exhibit “P-7” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 6.5 of Schedule “P”;

“**Tranche A CDOR Advance Amount**” means the amount of any given Tranche A CDOR Advance or any continuation (in whole or in part) thereof;

“**Tranche A CDOR Advances**” means, at any time, any Cdn.\$ Tranche A Advances made by a Domestic Tranche A Lender bearing interest at the CDOR Rate;

“**Tranche A Commitment**” means the portion of the Tranche A Credit for which a Tranche A Lender is responsible, as set out in Exhibit “P-1” to Schedule “P”;

“**Tranche A Credit**” means the aggregate amount available to the Borrower under the Finnvera Term Facility;

“**Tranche A Designated Period**” means, with respect to a Tranche A Advance, a period designated by the Borrower in accordance with Section 3.4 of Schedule “P”;

“**Tranche A Fees**” means the fees, premiums and other charges payable to the Finnvera Facility Agent, the Security Agent, Finnvera and the Tranche A Lenders in accordance with the provisions of the Fee Letter;

“**Tranche A Lender**” or “**Tranche A Lenders**” means the lenders listed in Exhibit “P-1” to Schedule “P”, together with any Tranche A Assignee(s), or, as the context permits, any of them alone, which, in each case, has not ceased to be a lender in accordance with the provisions of Schedule “P”;

“**Tranche A Notice of Borrowing**” means a notice substantially in the form of Exhibit “P-1A” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 3.1 of Schedule “P”;

“**Tranche A Rollover Date**” means, with respect to a Tranche A Advance, the date of any such Tranche A Advance, or the first day of any Tranche A Designated Period;

“**Tranche B Lenders**” means the lenders from time to time party to the Tranche B Loan Agreement, including their successors and permitted assigns;

“**Tranche B Loan**” means the term loan granted to the Borrower by HSBC Bank plc, The Toronto-Dominion Bank and each other Tranche B Lender pursuant to the Tranche B Loan Agreement;

“**Tranche B Loan Agreement**” means the credit agreement dated November 13, 2009 pursuant to which the Tranche B Loan is made available to the Borrower, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time.

EXHIBIT "P-6" – COMMITMENT FEE LETTER



HSBC Bank plc
Level 18
8 Canada Square
London
E14 5HQ

November 13, 2009

Vidéotron Ltée
612 Saint-Jacques Street, 13 Floor
Montreal, Quebec
H3C 4M8

Attention: Mr. Jean-François Pruneau, Vice President, Finance

Dear Mr. Pruneau:

This letter is delivered to you in connection with (i) Schedule "P" to that certain Credit Agreement dated as of November 28, 2000, as amended by a First Amending Agreement dated as of January 5, 2001, a Second Amending Agreement dated as of June 29, 2001, a Third Amending Agreement dated December 12, 2001 and accepted by the lenders party thereto as of December 21, 2001, a Fourth Amending Agreement dated as of December 23, 2002, a Fifth Amending Agreement dated as of March 24, 2003, a Sixth Amending Agreement dated as of October 8, 2003, a Seventh Amending Agreement dated as of November 19, 2004, an Eighth Amending Agreement dated as of March 6, 2008, a Ninth Amending Agreement dated as of April 7, 2008, and a Tenth Amending Agreement dated as of November 13, 2009 entered into between Vidéotron Ltée ("Vidéotron"), as borrower, the financial institutions party thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent, and HSBC Bank plc, as agent (the "Finnvera Term Facility Agent") to certain lenders from time to time (the "Tranche A Lenders") providing credit facilities guaranteed by Finnvera plc (the "Finnvera Term Facility") in an aggregate principal amount of Cdn.75,000,000 (as so amended and as same may be further amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and (ii) the Finnvera Facility B Credit Agreement dated as of November 13, 2009 between Vidéotron, as borrower, the financial institutions party thereto from time to time, as lenders (the "Tranche B Lenders"), HSBC Bank plc, as agent (the "Finnvera Facility B Agent"), and The Toronto-Dominion Bank, as security agent, pursuant to which credit facilities guaranteed by Finnvera plc

(the "Finnvera Facility B") are made available to Vidéotron in an aggregate principal amount of the CAD Equivalent (as defined therein) of the difference between US\$100,000,000 and the aggregate of the USD Equivalent (as defined therein) of each drawing made under the Finnvera Term Facility (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Finnvera Facility B Credit Agreement").

The fees set forth below shall be non-refundable and deemed to be fully earned on the date on which they are respectively due and shall be in addition to, and not creditable against, any other fees, premiums, costs, expenses and other charges payable pursuant to or in connection with the Credit Agreement, the Finnvera Facility B Credit Agreement or otherwise. Your obligation to pay such fees will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute you may have, and all such fees shall be paid free and clear of deductions, taxes or withholdings of any kind.

In connection with and in consideration for the agreements contained in the Credit Agreement and the Finnvera Facility B Credit Agreement, you agree with the Finnvera Term Facility Agent and the Finnvera Facility B Agent, respectively, as follows:

COMMITMENT FEE. You will pay to HSBC Bank plc, as Finnvera Term Facility Agent and Finnvera Facility B Agent, for the account of the Tranche A Lenders and the Tranche B Lenders, respectively, a commitment fee (the "Commitment Fee") in US Dollars of 0.375% per annum calculated from and as of November 13, 2009 on the day to day undrawn portion of USD 100,000,000, representing the aggregate principal amount available under the Finnvera Term Facility and the Finnvera Facility B, collectively. The Commitment Fee shall be payable semi-annually in arrears on December 10th and June 10th of each year up to and including the last day of the Availability Period (as defined in the Finnvera Facility B Credit Agreement).

No party to this commitment fee letter is authorized to show or circulate this letter or disclose the contents of this letter to any person or entity (other than its legal and financial advisors in connection with its evaluation of this letter), except (i) as required by law, (ii) to any other party to the Credit Agreement, and (iii) by the Finnvera Term Facility Agent and the Finnvera Facility B Agent to potential Tranche A Lenders and Tranche B Lenders, respectively.

This letter shall enure to the benefit of the Finnvera Term Facility Agent and the Finnvera Facility B Agent and their successors and assigns and shall be binding on you and your successors and assigns.

This letter will be governed by and interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable in such Province.

This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter (whether by delivery of an original of the same or by facsimile transmission) shall be as effective as delivery of a manually executed counterpart of this letter.

The parties hereto have expressly required that this letter be drafted in the English language. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Yours truly,

HSBC BANK PLC

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

VIDÉOTRON LTÉE

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "P-7" – TRANCHE A BORROWING CERTIFICATE

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: VIDÉOTRON LTÉE

DATED: _____

1) This Tranche A Borrowing Certificate is delivered to you pursuant to Section 6.4 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Unless otherwise indicated herein, all defined terms set forth in this Tranche A Borrowing Certificate shall have the respective meanings set forth in Exhibit "P-5" to Schedule "P" to the Credit Agreement.

2) Attached hereto are true and complete copies of: **[invoices, evidence of payment, receipts]**.

3) We have already paid the amount of US\$_____ (the "**Purchase Price Portion**") to NSN in accordance with the NSN Contract for the goods and services of non-Canadian origin covered by the aforementioned documents. Amounts invoiced and paid relate to the value of such goods manufactured and supplied to date and of such services rendered to date.

4) We have already paid the amount of US\$_____ to NSN in accordance with the NSN Contract for the local services covered by the aforementioned documents. Amounts invoiced and paid relate to the value of such local services rendered to date.

5) WE FURTHER WARRANT THAT:

(a) The amount claimed in paragraph 2)(b) of the Tranche A Notice of Borrowing (the "**Requested Tranche A Advance Amount**") of even date herewith executed and delivered by the Borrower to the Finnvera Facility Agent is **[less than or]** equal to the CAD Equivalent of (x) 85% of the Purchase Price Portion and (y) costs for local services up to a maximum amount which, when combined with all amounts previously disbursed by the Tranche A Lenders in reimbursement of costs for local services, does not exceed 30% of the portion of the Purchase Price paid to date, **[(in initial Tranche A Notice of Borrowing only, as applicable) plus Cdn.\$_____ which represents all or part of the upfront portion of the ECA Premium A]**.

(b) The Requested Tranche A Advance Amount does not include any amounts which have already been claimed under any other Tranche A Notice of Borrowing.

(c) The Requested Tranche A Advance Amount, when added to the principal amounts of all other Tranche A Advances made prior to the date hereof, does not exceed (i) the sum of (x) the CAD Equivalent of 85% of the portion of the Purchase Price paid to date, (y) the CAD Equivalent of costs for local services up to a maximum of 30% of such portion of the Purchase Price paid to date, and (z) 100% of the upfront portion of the ECA Premium A or (ii) Cdn.\$75,000,000.

(d) The NSN Contract has not been terminated and has been in full force and effect as of the date of the invoice(s) to be financed under the Tranche A Notice of Borrowing of even date herewith.

6) We enclose a true and complete copy of a certificate of NSN relating to the invoices to be financed under the Tranche A Notice of Borrowing of even date herewith.

7) We undertake to supply you with such additional information and documentation and clarification as reasonably necessary in connection with the ECA Guarantee and agree not to hold you responsible for any delay in meeting the request for reimbursement under the Tranche A Notice of Borrowing of even date herewith occasioned by such request for information.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

FORM OF SUPPLIER'S CERTIFICATE

FROM: NOKIA SIEMENS NETWORKS CANADA INC., as the supplier under the NSN Contract

TO: VIDÉOTRON LTÉE, as the purchaser under the NSN Contract

AND TO: HSBC BANK PLC, as Finnvera Facility Agent

DATED: _____

Re: Term loan facility in the maximum principal amount of Cdn.\$75,000,000 (the "Finnvera Facility A") made available to Vidéotron Ltée (the "Borrower") by HSBC Bank plc, The Toronto-Dominion Bank, Credit Suisse AG, Sumitomo Mitsui Banking Corporation of Canada and any other lenders from time to time (the "Tranche A Lenders"), guaranteed by Finnvera plc (the "ECA Guarantee"), and administered by HSBC Bank plc, as agent to the Tranche A Lenders (the "Finnvera Facility Agent"), the whole in connection with the Master Purchase Agreement and the Care Agreement dated October 21, 2008 between the Borrower, as purchaser, and Nokia Siemens Networks Canada Inc., as supplier (collectively, and as amended, restated, supplemented or otherwise modified from time to time, the "NSN Contract")

Dear Sirs:

1. We refer to the "Tranche A Borrowing Certificate" dated _____ (the "**Reimbursement Request Certificate**"), which has been made available to us. We understand that the Borrower has requested a drawing under the Finnvera Facility A in order to reimburse a payment made in respect of the NSN Contract and we give this certificate in connection with such requested drawing.
2. We confirm that:
 - (i) the NSN Contract has been in full force and effect and has not been terminated as of the date of the invoices to which the Reimbursement Request Certificate relates;
 - (ii) the statements in paragraphs 3 and 4 of the Reimbursement Request Certificate are true and accurate in all respects;
 - (iii) the amount claimed by the Borrower for reimbursement in connection with the Reimbursement Request Certificate to which this certificate relates does not include any amount for which we have received a disbursement under the Finnvera Facility A or for which the Borrower has previously received a reimbursement under any document of which we have notice; and
 - (iv) we have received from the Borrower 100% of the amount of the relevant invoice(s) to which the Reimbursement Request Certificate relates.

By

Authorized Signatory

SCHEDULE "Q" – SENIOR MNOTES NOTES INDENTURE

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 4.12

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 Agents

-and-

THE BANK OF NOVA SCOTIA
as Documentation Agent

-and-

**THE FINANCIAL INSTITUTIONS NAMED
ON THE SIGNATURE PAGES HERETO**
as Lenders

-and-

ROYAL BANK OF CANADA
as Administrative Agent

EIGHTH AMENDING AGREEMENT to the Amended and Restated Credit Agreement dated as of June 16, 2015, as amended by 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 and a Seventh Amending Agreement dated as of April 3, 2023

FASKEN

EIGHTH AMENDING AGREEMENT to the Amended and Restated Credit Agreement dated as of June 16, 2015, as amended by 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 and a Seventh Amending Agreement dated as of April 3, 2023, entered into in the City of Montreal, Province of Quebec, as of May 25, 2023,

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 LENDERS, AS DEFINED IN THE CREDIT AGREEMENT** (the “**Lenders**”)

AND: **ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT FOR THE LENDERS**, a Canadian bank, having a place of business at 200 Bay Street, 12th floor, South Tower, Royal Bank Plaza, in the City of Toronto, Province of Ontario (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 and a Seventh Amending Agreement dated as of April 3, 2023 (the “**Original Credit Agreement**”, and as amended pursuant to this Agreement, the “**Credit Agreement**”);

WHEREAS the Borrower has requested certain amendments to the Original Credit Agreement in order to, *inter alia*, provide an adjustment mechanism to outstanding Advances under the Term Facility to take into account exchange rate fluctuations; and

WHEREAS the Lenders have unanimously agreed with the Borrower to the amendments contemplated herein, and as such, the Lenders have complied with the provisions of Section 18.14 and 18.15 of the Original Credit Agreement, as evidenced by the signature of each party hereto on this Agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**I. INTERPRETATION**

All of the words and expressions which are capitalized herein, including in the preamble hereto, shall have the meanings ascribed to them in the Original Credit Agreement (as amended hereby) unless otherwise indicated herein.

II. AMENDMENTS

1. **General Rule.** Subject to the terms and conditions herein contained, the Original Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Agreement and to incorporate the provisions of this agreement into the Original Credit Agreement.

2. **Amendment of the Original Credit Agreement.** Effective as of the Amendment Effective Date (as defined below), the Original Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold underlined text (indicated textually in the same manner as the following example: underlined text) as set forth in the marked version of the amended Credit Agreement attached hereto as Exhibit A.

3. **Extent of Amendments.** The amendments set forth herein are limited precisely as written and shall not be deemed to (i) be a consent to any amendment, waiver or modification of any of the other terms or conditions of the Original Credit Agreement or the other Loan Documents, or (ii) prejudice any rights that the Agent and the Lenders may now or in the future have under or in connection with the Credit Agreement (as same may be further amended, supplemented, restated or otherwise modified from time to time).

III. REPRESENTATIONS AND WARRANTIES

1. The Borrower and Guarantors hereby represent and warrant to the Lenders and the Agent as follows:

- 1.1 the execution, delivery and performance by the Borrower and the Guarantors of this Agreement have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, or notice to or action by, any Person (including any Governmental Authority) in order to be effective and enforceable;
 - 1.2 this Agreement constitutes a legal, valid and binding obligation of the Borrower and each Guarantor, enforceable against each such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity;
 - 1.3 the representations and warranties of the Borrower and each Guarantor set forth in the Credit Agreement are true and correct in all respects on and as of the Amendment Effective Date (as defined below), except that where such
-

representations and warranties are qualified by reference to a date, they shall be true and correct as at such date; and

- 1.4 no Default or Event of Default has occurred and is continuing or would arise immediately upon this Agreement becoming effective.

IV. CONDITIONS PRECEDENT

1. The amendments to the Original Credit Agreement contemplated in Article II of this Agreement shall not come into force until each of the following conditions (collectively, the “**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 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 “**Amendment Effective Date**”):

- 1.1 this Agreement shall have been executed and delivered by all of the parties hereto;
- 1.2 certified copies of the resolutions of the Borrower and of each Guarantor authorizing the execution and delivery of this Agreement and the performance of their respective obligations hereunder shall have been provided to the Agent;
- 1.3 a certificate of an officer of the Borrower attesting as to certain factual matters, including, without limitation, the matters set forth in paragraphs 1.4, 1.5 and 1.6 below;
- 1.4 no Material Adverse Change shall have occurred;
- 1.5 the representations and warranties in Article III of this Agreement shall be true and correct in all material respects as of the date hereof; and
- 1.6 no Default or Event of Default shall have occurred and be continuing or will occur immediately following the Amendment Effective Date.

V. MISCELLANEOUS

1. On the Amendment Effective Date, the Original Credit Agreement shall be modified by the amendments set forth in Article II of this Agreement. The parties hereto agree that the changes to the Original Credit Agreement set out herein and the execution hereof shall not constitute novation and all the Security granted prior to the Amendment Effective Date (the “**Existing Security**”) shall continue to apply to the Original Credit Agreement, as amended hereby, and all other obligations secured thereby.

2. Each of the Borrower and Guarantors acknowledges, agrees and confirms that:

- 2.1 it has taken cognizance of the provisions of this Agreement and is satisfied therewith;
-

- 2.2 the Existing Security to which it is a party shall, except as expressly amended hereby, be unaffected by, and shall continue in full force and effect binding upon it in accordance with its terms, notwithstanding the modifications to the Original Credit Agreement contemplated by this Agreement. Without limiting the generality of the foregoing, each of the Borrower and Guarantors hereby further ratifies and confirms its obligations under the Existing Security to which it is a party;
- 2.3 the Existing Security to which it is a party shall continue to guarantee or secure, as applicable, the Secured Obligations (as amended by this Agreement), notwithstanding the amendment of the Original Credit Agreement contemplated by this Agreement; and
- 2.4 the amendment of the Original Credit Agreement pursuant to this Agreement shall not in any manner whatsoever reduce, impair or otherwise prejudice or change, modify, alter, amend, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive the rights of the Agent and the Lenders (or any one of them) arising under, by reason of or otherwise in respect of the Charges and other obligations constituted by the Existing Security to which it is a party.
3. Without limiting the generality of the foregoing and to the extent necessary, (i) the Lenders and the Agent reserve all of their rights under each of the Security Documents, and (ii) each of the Borrower and the Guarantors obligates itself again in respect of all present and future obligations under, *inter alia*, the Credit Agreement.
4. All of the provisions of the Original Credit Agreement that are not amended hereby shall remain in full force and effect.
5. 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.
6. 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.
7. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Quebec.
8. The parties acknowledge that they have required that this 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.

[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

as Borrower

Per: /s/ Hugues Simard

Hugues Simard, Vice President

Per: /s/ Jean-François Parent

Jean-François Parent, Vice President and Treasurer

ROYAL BANK OF CANADA

as Agent

Per: /s/ Helena Sadowski _____
Helena Sadowski
Manager, Agency

Per: _____



ROYAL BANK OF CANADA

as Lender

Per: /s/ Pierre Bouffard
Pierre Bouffard
Authorized Signatory

Per: _____

NATIONAL BANK OF CANADA

as Lender

Per: /s/ Luc Bernier
Luc Bernier, Managing Director

Per: /s/ Frédéric Yale-Leduc
Frédéric Yale-Leduc, Managing Director & Head

BANK OF AMERICA, N.A., Canada Branch

as Lender

Per: /s/ Erron Powers

Erron Powers

Director

Per: _____

THE BANK OF NOVA SCOTIA

as Lender

Per: /s/ Eddy Popp
Eddy Popp
Director

Per: /s/ Lesia Samoil
Lesia Samoil
Associate

THE TORONTO-DOMINION BANK

as Lender

Per: /s/ Mel Saklatvala
Mel Saklatvala, Managing Director

Per: /s/ Serge Cloutier
Serge Cloutier, Director

BANK OF MONTREAL

as Lender

Per: /s/ Alexandre Lombardi
Alexandre Lombardi
Director

Per: _____



FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

as Lender

Per: /s/ Guillaume Payette
Guillaume Payette
Vice-President - Corporate Banking

Per: /s/ Robert Guy
Robert Guy
Managing Director - Corporate Banking

CANADIAN IMPERIAL BANK OF COMMERCE

as Lender

Per: /s/ Charles St-Germain
Charles St-Germain, Managing Director

Per: /s/ Anissa Rabia-Zeribi
Anissa Rabia-Zeribi, Managing Director

JPMORGAN CHASE BANK, N.A.

as Lender

Per: /s/ Syed Ali Hasan
Syed Ali Hasan
Vice President

Per: _____

LAURENTIAN BANK OF CANADA

as Lender

By: /s/ Johanna Londono
Name: Johanna Londono
Title: Mananging Director and Head, Syndication

By: /s/ Aziz Yuldashev
Name: Aziz Yuldashev
Title: Portfolio Manager

MUFG BANK, LTD., CANADA
BRANCH as Lender

Per: /s/ Jack Shuai
Name: Jack Shuai
Title: Managing Director

Per: _____

CITIBANK, N.A., Canadian Branch
as Lender

Per: _____

Per: /s/ Azita Taravati
Name: Azita Taravati
Title: Authorized Signatory

MOBILE & INTERNET FIZZ INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

VIDÉOTRON INFRASTRUCTURES INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

9293-6707 QUÉBEC INC.

as Guarantor

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

Each of the undersigned (i) acknowledges having taken cognizance of the provisions of the foregoing Eighth Amending Agreement (ii) confirms that the Guarantee granted by it in favour of the Agent and the Lenders as guarantee for the Secured Obligations shall continue in full force and effect binding upon it in accordance with its terms, notwithstanding the modifications to the Original Credit Agreement contemplated by this Agreement, (iii) ratifies and confirms its obligations under such Guarantee and (iv) confirms that such Guarantee shall continue to guarantee the Secured Obligations (as amended by this Agreement), notwithstanding the amendment of the Original Credit Agreement contemplated by this Agreement.

9176-6857 QUÉBEC INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

VMEDIA INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

FREEDOM MOBILE INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Sophie Riendeau
Sophie Riendeau, Corporate Secretary

2251723 ONTARIO INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

RIVERTV INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Jean-François Parent
Jean-François Parent, Vice President and Treasurer

FREEDOM MOBILE DISTRIBUTION INC.

Per: /s/ Hugues Simard
Hugues Simard, Vice President

Per: /s/ Sophie Riendeau
Sophie Riendeau, Corporate Secretary

EXHIBIT "A"

AMENDED 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

-and-

HSBC BANK PLC, as Finnvera Facility Agent

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, and as Amended and Restated by a Third Amending Agreement dated as of June 16, 2015, as thereafter amended by 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 ~~and~~, a seventh amending agreement dated as of April 3, 2023 and an eighth amending agreement dated as of May 25, 2023

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AMENDED AND RESTATED CREDIT AGREEMENT originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, entered into in the City of Montreal, Province of Quebec, as amended by a First Amending Agreement dated as of June 14, 2013, a Second Amending Agreement dated as of January 28, 2015, and as amended and restated by a Third Amending Agreement dated as of June 16, 2015, as thereafter amended by 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 ~~and~~, a seventh amending agreement dated as of April 3, 2023 and an eighth amending agreement dated as of May 25, 2023.

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”**)

AND: **HSBC BANK PLC, AS FINNVERA FACILITY AGENT**, a bank governed by the laws of England and Wales, having a place of business at 8 Canada Square, Canary Wharf, London, UK, E14 5HQ (hereinafter called the **“Finnvera Facility Agent”**)

WHEREAS the Borrower wishes to borrow certain amounts from the Lenders and the Lenders have agreed to lend such amounts to the Borrower, subject to and in accordance with the provisions hereof;

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 “**Acquisition Agreement Representations**” has the meaning ascribed to it in the Seventh Amending Agreement.

1.1.3 “**Additional Offering**” means an Offering of unsecured Debt incurred or issued by the Borrower having, at the time of incurrence of any such Debt, a maturity date (meaning the ultimate maturity date on which repayment can be required by the lender, not the date of any initial maturity leading to an automatic conversion or replacement into different Debt, or Equity Interests) expiring after the expiry of the Term of the Revolving Facility and the Term Facility, the terms and conditions of which Offering (including any automatic conversion or replacement as aforesaid and excluding, for greater certainty, (a) pricing, and (b) the right to require a replacement via an unsecured term loan or an offering of unsecured high yield Debt in an amount equal to the Additional Offering being replaced (“**AO Replacement Debt**”)) are no more favourable to the Persons providing such Debt, in all material respects, than the provisions hereof applicable to the Revolving Facility and the Term Facility; for greater certainty, for the purposes of paragraph (f) of Section 13.7, any such AO Replacement Debt will not be considered a new incurrence of Debt.

1.1.4 “**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.

1.1.5 “**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, Swing Line Advances, US Base Rate Advances and Term SOFR Advances, and indirect Advances by way of BA Advances and the issuance of Letters of Credit, (b) the Term Facility, direct Advances ([including FX Fluctuation Adjustments thereto](#)), by way of Prime Rate Advances, US Base Rate Advances and Term SOFR Advances, and indirect Advances by way of BA Advances, and (c) the Finnvera Term Facility, the “Tranche A CDOR Advances” as defined in Schedule “P”.

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 ~~Royal Bank Plaza, South Tower, 12th~~ 155 Wellington Street West, 8th Floor, in the City of Toronto, Province of Ontario, ~~M5J 2W7~~ M5V 3K7, or such other address in Canada of which the Agent may notify the Borrower from time to time.

1.1.10 “**Agent**” or “*mandataire administratif*” means Royal Bank of Canada in its capacity as agent for all of the Lenders under the Revolving Facility and the Term Facility, and as collateral agent for all of the Lenders, and “**Agents**” means the Agent together with the Finnvera Facility Agent.

1.1.11 “**Aggregate CAD Equivalent of Outstanding Term Facility Advances**” has the meaning ascribed to it in subsection 4.10.1;

1.1.12 ~~1.1.11~~ “**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 ~~1.1.12~~ “**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 ~~1.1.13~~ “**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 ~~1.1.14~~ “**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 ~~1.1.15~~ “**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 ~~1.1.16~~ “**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 ~~1.1.17~~ “**Assignment and Assumption Agreement**” means an agreement substantially in the form annexed hereto as Schedule “C”.

1.1.19 ~~1.1.18~~ “**Associate**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.20 ~~1.1.19~~ “**BA Advance**” means at any time the part of the Advances under the Revolving Facility or the Term Facility which the Borrower has chosen to borrow by Bankers’ Acceptances, calculated based on the face amount of such Bankers’ Acceptances.

1.1.21 ~~1.1.20~~ “**BA Proceeds**” means, (a) for any Bankers’ Acceptance issued hereunder, an amount calculated on the applicable Acceptance Date (as defined in subsection 6.1.1) by multiplying: i) the face amount of the Bankers’ Acceptance by ii) the following fraction:

1

$(1 + (\text{Bankers' Acceptance Discount Rate} \times \text{Designated Period (in days)} \div 365)),$

with such fraction being rounded up or down to the fifth decimal place and .00005 being rounded up; and (b) with respect to Assignees that are not banks or that do not accept Bankers’ Acceptances, the face amount of Discount Notes issued to them, less a discount established in the same manner as provided in (a) above (with references to “Bankers’ Acceptances” being replaced by references to “Discount Notes”).

1.1.22 ~~1.1.21~~ “**BA Schedule I Reference Lender**” means Royal Bank of Canada or such other Lender which is a Schedule I bank under the *Bank Act* (Canada) appointed by the Agent with the consent of the Borrower in replacement of said Lender.

1.1.23 ~~1.1.22~~ “**BA Schedule II Reference Lenders**” means Bank of America, N.A. Canada Branch and Caisse centrale Desjardins, or such other Lenders which are Schedule II or Schedule III banks under the *Bank Act* (Canada) appointed by the Agent with the consent of the Borrower in replacement of such Lenders.

1.1.24 ~~1.1.23~~ “**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 “N”.

1.1.25 ~~1.1.24~~ "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;
- (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.

1.1.26 ~~1.1.25~~ “**Back-to-Back Securities**” means the Back-to-Back Preferred Shares or the Back-to-Back Debt or both, as the context requires.

1.1.27 ~~1.1.26~~ “**Back-to-Back Transactions**” means any of the transactions described under the definition of Back-to-Back Preferred Shares.

1.1.28 ~~1.1.27~~ “**Bankers’ Acceptance**” means a non-interest bearing draft or bill of exchange in Canadian Dollars drawn and endorsed by the Borrower and accepted by a Lender in accordance with the provisions of Article 6, and includes a Discount Note where the context permits. In cases where the Lenders elect to use a clearing house as contemplated by the *Depository Bills and Notes Act* (S.C. 1998 c. 13) (the “**Act**”), “**Bankers’ Acceptance**” shall mean a depository bill (as defined in the Act) in Canadian Dollars signed by the Borrower and accepted by a Lender. Drafts or bills of exchange that become depository bills may nevertheless be referred to herein as “drafts”.

1.1.29 ~~1.1.28~~ “**Bankers’ Acceptance Discount Rate**” means (a) in respect of Bankers’ Acceptances to be purchased by the Lenders which are Schedule I banks under the *Bank Act* (Canada), the average rate for Canadian Dollar bankers’ acceptances having Designated Periods of 1, 2 or 3 months quoted on Refinitiv Benchmark Services (UK) Limited Canadian Dollar Offered Rate (CDOR) page (or such other page as is a replacement page for such Bankers’ Acceptances) (the “**CDOR Page**”) at 10:00 a.m. (Toronto time) (the “**CDOR Rate**”), having an identical Designated Period to that of the Bankers’ Acceptance to be issued on such day, and (b) in respect of Bankers’ Acceptances to be purchased by the Lenders which are Schedule II or Schedule III banks under the *Bank Act* (Canada) and in respect of Discount Notes, the lesser of (i) the arithmetic average (rounded upward to the nearest one hundredth of one percent (.01%)) of the discount rates for Canadian Dollar bankers’ acceptances quoted by the BA Schedule II Reference Lenders, and (ii) the rate specified in (a) above plus 10 basis points (.10%) (in each of cases (a) and (b), the “**Discount Rates**”). In all cases, the Discount Rates shall be quoted at approximately 10:00 a.m. (Montreal time) on the Acceptance Date calculated on the basis of a year of 365 days.

In the absence of any such quote, the Bankers’ Acceptance Discount Rate which would have been determined in accordance with paragraph (a) or paragraph (b) above, respectively, shall be equal to the rate determined from time to time by the Agent as the discount rates for bankers’ acceptances of:

- (A) in the case of paragraph (a), the BA Schedule I Reference Lender; and
- (B) in the case of paragraph (b), the BA Schedule I Reference Lender plus 10 basis points (.10%);

established in accordance with its normal practices in amounts equal to the Selected Amount, having an identical Designated Period to that of the proposed Bankers’ Acceptances to be issued on such day. For greater certainty, if the CDOR Rate as determined above shall ever be less than the Floor, then the CDOR Rate shall be deemed to be the Floor;

1.1.30 ~~1.1.29~~ “**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).

1.1.31 ~~1.1.30~~ “**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.

1.1.32 ~~1.1.31~~ “**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.

1.1.33 ~~1.1.32~~ “Canadian Dollars”, “Cdn. \$” or “\$” means the lawful currency of Canada.

1.1.34 ~~1.1.33~~ “Capital Expenditures” means the aggregate amount actually paid in cash in any period by the Relevant Group for or in connection with the acquisition or maintenance of assets required to be capitalized, including expenditures of the type described in the last sentence of Section 13.8, determined in accordance with GAAP, other than, for greater certainty, expenditures for Acquisitions permitted by Section 13.6.

1.1.35 ~~1.1.34~~ “Capital Lease” means any lease which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP.

1.1.36 ~~1.1.35~~ “Cash Equivalents” means, as of the date of any determination thereof, instruments of the following types:

1.1.36.1 ~~1.1.35.1~~ 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;

1.1.36.2 ~~1.1.35.2~~ 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”);

1.1.36.3 ~~1.1.35.3~~ commercial paper, bonds, notes, debentures and bankers’ acceptances issued by a Person residing in Canada or the USA and not referred to in subsections ~~1.1.35.1, 1.1.35.2 or 1.1.35.4~~ 1.1.36.1, 1.1.36.2 or 1.1.36.4, 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;

1.1.36.4 ~~1.1.35.4~~ (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, 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).

1.1.37 ~~1.1.36~~ "CDOR Page" has the meaning ascribed to it in subsection ~~1.1.28~~1.1.29.

1.1.38 ~~1.1.37~~ "CDOR Rate" has the meaning ascribed to it in subsection ~~1.1.28~~1.1.29.

1.1.39 ~~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.

1.1.40 ~~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).

1.1.41 ~~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, Synthetic 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.

1.1.42 ~~1.1.41~~ “**Closing Date**” means July 20, 2011.

1.1.43 ~~1.1.42~~ “**CME**” means CME Group Benchmark Administration Limited.

1.1.44 ~~1.1.43~~ “**Co-Lead Arrangers**” refers collectively to RBC Capital Markets, National Bank of Canada, TD Securities and The Bank of Nova Scotia.

1.1.45 ~~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).

1.1.46 ~~1.1.45~~ “**Compliance Certificate**” has the meaning ascribed to it in subsection 12.15.1.

1.1.47 ~~1.1.46~~ “**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 “Designated Period”, Section 4.11, 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).

1.1.48 ~~1.1.47~~ “**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.

1.1.49 “**Conversion Date**” means, with respect to any conversion of a type of Advance into another type of Advance pursuant to Section 4.12, the day on which such conversion takes place.

1.1.50 ~~1.1.48~~ “**Core Business**” means the business described in Section 11.4.

1.1.51 ~~1.1.49~~ “**Credit**” means the aggregate amount available to the Borrower under all of the Facilities, or under any particular Facility, depending on the context.

1.1.52 ~~1.1.50~~ “**Credit Facilities**” means one or more debt facilities (including, without limitation, the Facilities), commercial paper facilities, or other debt arrangements, in each case with banks, other institutional lenders or investors, providing for revolving credit loans, term loans, notes, receivables financing (including, to the extent constituting Indebtedness, through the sales of accounts receivables to such lenders or investors or to an accounts receivable entity) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

1.1.53 ~~1.1.51~~ “**CRTC**” means the Canadian Radio-television and Telecommunications Commission, or a successor regulatory body, commission or agency.

1.1.54 ~~1.1.52~~ “**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).

1.1.55 ~~1.1.53~~ “**Debentures**” means the Debentures issued by the Borrower and the Guarantors in favour of a collateral agent designated by the Agent in accordance with the provisions of subsection 9.1.3.

1.1.56 ~~1.1.54~~ “**Debenture Pledge**” means the pledge of the Debenture in favour of the Agent or any designated collateral agent by the Borrower and the Guarantors.

1.1.57 ~~1.1.55~~ “**Debt**” includes, for any Person or with respect to the Relevant Group,

1.1.57.1 ~~1.1.55.1~~ obligations in respect of borrowed money, whether or not evidenced by notes, bonds, debentures or similar evidences of indebtedness of such Person;

1.1.57.2 ~~1.1.55.2~~ 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;

1.1.57.3 ~~1.1.55.3~~ 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;

1.1.57.4 ~~1.1.55.4~~ 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;

1.1.57.5 ~~1.1.55.5~~ Contingent Obligations;

1.1.57.6 ~~1.1.55.6~~ obligations under Capital Leases and Synthetic Leases; and

1.1.57.7 ~~1.1.55.7~~ obligations under letters of credit, letters of guarantee, bankers' acceptances or Guarantees;

but shall not include Debt under the Back-to-Back Securities. 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.

1.1.58 ~~1.1.56~~ "**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.

1.1.59 ~~1.1.57~~ "**Defaulting Lender**" means any Lender, as determined by the Agent (with respect to the Revolving Facility, the Term Facility or a New Facility) or the Finnvera Facility Agent (with respect to the Finnvera Term Facility), that:

1.1.59.1 ~~1.1.57.1~~ 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;

1.1.59.2 ~~1.1.57.2~~ has notified the Borrower, the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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;

1.1.59.3 ~~1.1.57.3~~ has failed, within 2 Banking Days after request by the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility Agent), to confirm that it will comply with its funding obligations under this Agreement (including Sections 4.2 and 4.3);

1.1.59.4 ~~1.1.57.4~~ has otherwise failed to pay over to the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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;

1.1.59.5 ~~1.1.57.5~~ 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; or

1.1.59.6 ~~1.1.57.6~~ 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;

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.

1.1.60 ~~1.1.58~~ **“Derivative Instrument”** or *“contrat de produit dérivé”*, as applicable, 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).

1.1.61 ~~1.1.59~~ **“Derivative Obligations”** or *“obligations de produits dérivés”* 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.

1.1.62 ~~1.1.60~~ “**Designated Period**” means, with respect to a Term SOFR Advance or a BA Advance, a period designated by the Borrower in accordance with Sections 4.11, 6.1 and 6.4.

1.1.63 ~~1.1.61~~ “**Disbursement Period**” means, with respect to (a) the Revolving Facility, the period from the Original Closing Date until the expiry of the Term, subject to satisfying the applicable conditions precedent set out in Article 10, (b) the Term Facility, the Seventh Amendment Closing Date, subject to satisfying the Seventh Amendment Conditions Precedent, and (c) the Finnvera Term Facility, the “Availability Period” as defined in Schedule “P” hereof.

1.1.64 ~~1.1.62~~ “**Discount Note**” means a non-interest bearing promissory note denominated in Canadian Dollars issued by the Borrower to a Revolving Facility Lender, a Term Facility Lender or a sub-participant which is a Non-BA Lender (as defined in subsection 6.1.2(b)), such note to be in the form normally used by such Lender or sub-participant.

1.1.65 ~~1.1.63~~ “**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.

1.1.66 ~~1.1.64~~ “**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.

1.1.67 ~~1.1.65~~ “**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.

1.1.68 ~~1.1.66~~ “**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.

1.1.69 ~~1.1.67~~ “**Equivalent Amount**” has the meaning ascribed to it in Section 15.2.

1.1.70 ~~1.1.68~~ “**Erroneous Payment**” has the meaning ascribed to it in subsection 18.21.1.

1.1.71 ~~1.1.69~~ “**Erroneous Payment Deficiency Assignment**” has the meaning ascribed to it in subsection 18.21.4.

1.1.72 ~~1.1.70~~ “**Erroneous Payment Impacted Class**” has the meaning ascribed to it in subsection 18.21.4.

1.1.73 ~~1.1.71~~ “**Erroneous Payment Return Deficiency**” has the meaning ascribed to it in subsection 18.21.4.

1.1.74 ~~1.1.72~~ “**Erroneous Payment Subrogation Rights**” has the meaning ascribed to it in subsection 18.21.4.

1.1.75 ~~1.1.73~~ “**Event of Default**” or “*cas de manquement*” means one or more of the events described in Section 14.1, as well as one or more of the Events of Default as described in Section 9 of Schedule “P”.

1.1.76 ~~1.1.74~~ “**Excess Cash Flow**” means, with respect to the Relevant Group, the EBITDA calculated as at the end of each financial quarter, plus an amount equal to any spread paid to a member of the Relevant Group resulting from Back-to-Back Securities, to the extent not previously included in EBITDA, and less:

1.1.76.1 ~~1.1.74.1~~ the amount of Taxes paid or otherwise due during the period in question;

1.1.76.2 ~~1.1.74.2~~ the amount of any Interest Expense paid in cash (and not accrued); however, for the purposes of this definition alone, “Interest Expense” shall include all fees and expenses relating to any Offering and premiums paid to retire Debt, except to the extent that the fees and expenses in question are paid for out of the proceeds of such Offering and not out of the Relevant Group’s cash flow;

1.1.76.3 ~~1.1.74.3~~ the amount of all voluntary prepayments of Debt, other than (a) payments under the Revolving Facility and under the Term Facility, (b) voluntary prepayments using the proceeds of Asset Dispositions and Offerings, and (c) voluntary prepayments of the QMI Subordinated Debt made in accordance with Section 13.9 hereof;

1.1.76.4 ~~1.1.74.4~~ the amount of extraordinary items not included in earnings but which required the payment of cash;

1.1.76.5 ~~1.1.74.5~~ the amount of any mandatory principal repayment of Debt that is permitted hereunder; and

1.1.76.6 ~~1.1.74.6~~ the amount of Capital Expenditures (adjusted for the inclusion of reconnection costs, video rental inventories, deferred charges in connection with subscriber subsidies,

reclassification of telephony modems and the proceeds from disposal of subscriber equipment) made during such period that has not been financed separately out of (i) the proceeds of Debt permitted hereunder; (ii) equity obtained after the date hereof; or (iii) the Net Disposition Proceeds arising out of Asset Dispositions made during the period;

provided, however, that no amount will be so deducted if such amount has already been deducted from EBITDA.

1.1.77 ~~1.1.75~~ **“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 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.

1.1.78 ~~1.1.76~~ **“Facility”** means the Revolving Facility, the Term Facility, the Finnvera Term Facility or a New Facility, and **“Facilities”** means all of them.

1.1.79 ~~1.1.77~~ **“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.

1.1.80 ~~1.1.78~~ "**Fees**" means the Revolving Facility Fees, the Term Facility Fees and the Finnvera Fees.

1.1.81 ~~1.1.79~~ "**Fifth Amending Agreement**" means the fifth amending agreement to this Agreement dated on or about July 15, 2022 entered into among the parties hereto.

1.1.82 ~~1.1.80~~ "**Fifth Amendment Closing Date**" has the meaning ascribed to "Amendment Effective Date" in the Fifth Amending Agreement.

1.1.83 ~~1.1.81~~ "**Finnvera Facility Agent**" has the meaning ascribed to it in Schedule "P".

1.1.84 ~~1.1.82~~ "**Finnvera Facility Lender**" means a "Tranche A Lender", as such term is defined in Schedule "P".

1.1.85 ~~1.1.83~~ "**Finnvera Fees**" means the "Tranche A Fees", the Commitment Fees and the Finnvera Handling Fee, as such terms are defined in Schedule "P".

1.1.86 ~~1.1.84~~ "**Finnvera Term Facility**" means the Facility under which the portion of the Credit described in subsection 2.1.3 is available, which Facility is more fully described in Schedule "P".

1.1.87 ~~1.1.85~~ "**First Currency**" has the meaning ascribed to it pursuant to Section 15.1.

1.1.88 ~~1.1.86~~ "**Floor**" means a rate of interest per annum equal to 0%.

1.1.89 ~~1.1.87~~ "**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.

1.1.90 ~~1.1.88~~ "**Fourth Amending Agreement**" means the fourth amending agreement to this Agreement dated as of May 20, 2022 entered into among the parties hereto.

1.1.91 ~~1.1.89~~ “**Fourth Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Fourth Amending Agreement.

1.1.92 ~~1.1.90~~ “**Freedom Entities**” refers collectively to Freedom Mobile Inc. and its wholly-owned subsidiary, Freedom Mobile Distribution Inc.

1.1.93 ~~1.1.91~~ “**Freedom SPA**” means the share purchase agreement dated as of August 12, 2022 entered into among the Borrower, Quebecor Inc., Rogers Communications Inc., Shaw Communications Inc., Shaw Telecom Inc. and Freedom Mobile Inc.

1.1.94 ~~1.1.92~~ “**Freedom Term Facility Advance**” means the Advances made by the Term Facility Lenders to the Borrower under the Term Facility on the Seventh Amendment Closing Date for the purposes of financing a portion of the cash consideration of the Freedom Transaction.

1.1.95 ~~1.1.93~~ “**Freedom Transaction**” means the acquisition by the Borrower of the Freedom mobile wireless and internet business operated by the Freedom Entities pursuant to the Freedom SPA.

1.1.96 ~~1.1.94~~ “**FX Cash Collateral**” has the meaning ascribed to it in subsection 4.10.2.

1.1.97 “**FX Fluctuation Adjustment**” has the meaning ascribed to it in subsection 4.10.1.2.

1.1.98 ~~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.

1.1.99 ~~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.

1.1.100 ~~1.1.97~~ “**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.

1.1.101 ~~1.1.98~~ **“Guarantors”** means subject to the provisions of Section 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 Seventh Amendment Closing Date is provided in Schedule “L” hereto.

1.1.102 ~~1.1.99~~ **“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.

1.1.103 ~~1.1.100~~ **“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).

1.1.104 ~~1.1.101~~ “**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*.

1.1.105 ~~1.1.102~~ “**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.

1.1.106 ~~1.1.103~~ “**Incurrence**” means, with respect to any obligation of any Person, to create, incur, issue, assume, guarantee or otherwise become indirectly or directly liable, contingently or otherwise, with respect of such obligation.

1.1.107 ~~1.1.104~~ “**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.

1.1.108 ~~1.1.105~~ “**Indemnified Taxes**” means all Taxes other than Excluded Taxes.

1.1.109 ~~1.1.106~~ “**Interest Coverage Ratio**” means, for any period, the ratio of EBITDA to Interest Expense for such period.

1.1.110 ~~1.1.107~~ “**Interest Expense**” for any period means all interest and all amortization of debt discount and expense on any particular Indebtedness for which such calculations are being made in respect of the Relevant Group, excluding (a) fees and expenses relating to any Offering 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, including the interest component of Capital Leases, and discounts and fees payable in respect of bankers’ acceptances or 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.

1.1.111 ~~1.1.108~~ “**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.

1.1.112 ~~1.1.109~~ “**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.

1.1.113 ~~1.1.110~~ “**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, 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.

1.1.114 ~~1.1.111~~ “**Joinder Agreement**” means an agreement substantially in the form of Schedule “O”.

1.1.115 ~~1.1.112~~ “**LC Fees**” has the meaning ascribed to such term in subsection 4.2.2.

1.1.116 ~~1.1.113~~ “**Lender**” or “**Lenders**” means the Revolving Facility Lenders, the Term Facility Lenders, the Lenders under the Finnvera Term Facility (all of which are listed in Schedule “A”) and the Lenders under any New Facility, together with any Assignee(s) and Tranche A Assignee(s) (as such term is defined in Schedule “P”), 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 Security, 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.

1.1.117 ~~1.1.114~~ “**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.

1.1.118 ~~1.1.115~~ “**Leverage Ratio**” means, as of any date of determination, the ratio of Debt (excluding the QMI Subordinated Debt) of the Relevant Group as of such date to EBITDA for the preceding four quarters ending on such date.

1.1.119 ~~1.1.116~~ “**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.

1.1.120 ~~1.1.117~~ “**Loan Documents**” or “*documents de financement*”, as applicable, means this Agreement, the Security Documents, 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.

1.1.121 ~~1.1.118~~ “**Loan Obligations**” or “*obligations de financement*”, as applicable, 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 the face amount of any Bankers’ Acceptances and 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”.

1.1.122 ~~1.1.119~~ “**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, Finnvera 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.

1.1.123 ~~1.1.120~~ “Margin” means (a) under the Revolving Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances, Stamping Fees, 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

<u>Leverage Ratio</u>	<u>Standby Fee</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Stamping Fees / 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]

and (b) under the Term Facility, for Prime Rate Advances, US Base Rate Advances, Term SOFR Advances and Stamping 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:

Term Facility

<u>Leverage Ratio</u>	<u>Prime Rate/US Base Rate plus</u>	<u>Stamping Fees / Term SOFR plus</u>
[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 12.15.1 and 12.15.2, 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 12.15.2(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) will be deducted from the Stamping Fees otherwise payable in the case of a BA Advance, on the next Rollover Date of the relevant BA Advance, or (b) in the case of Prime Rate 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 4.11, or (c) in the case of Letters of Credit issued under the Revolving Facility (including 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 (d) if no interest or Stamping Fees 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 Term Facility as of the Seventh Amendment Closing Date will be based on the pro forma calculations of the Leverage Ratio delivered to the Lenders pursuant to Section 1.11 of Article IV of the Seventh Amending Agreement, which Margin may thereafter change from time to time in accordance with the terms and conditions of this paragraph, provided however that the first adjustment (if any) of the Margin applicable to the Term Facility shall be made on the basis of the financial statements and Compliance Certificate required by subsection 12.15.1 in respect of the fiscal quarter ending on March 31, 2023, it being expressly understood that no adjustment shall be made to such Margin on the basis of the financial statements and Compliance Certificate required by subsections 12.15.1 and 12.15.2 in respect of the fiscal quarter and fiscal year ending on December 31, 2022.

1.1.124 ~~1.1.121~~ “**Market Disruption Event**” has the meaning ascribed to it in Section 7.6.

1.1.125 ~~1.1.122~~ “**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%.

1.1.126 ~~1.1.123~~ “**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.

1.1.127 ~~1.1.124~~ “**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%.

1.1.128 ~~1.1.125~~ “**Material Adverse Change**” means (i) a material adverse change in the business, assets, liabilities, financial position, operating results or business prospects 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 material obligations hereunder or under the Security Documents, or (iii) the impairment, in any material respect, of the validity or enforceability of this Agreement or the Security Documents or of the rights and remedies of the Agents or the Lenders hereunder or under the Security Documents.

1.1.129 ~~1.1.126~~ “**Net Debt Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any incurrence of Debt (except pursuant to clauses (a), (b), (d) (but only in respect of subsection ~~1.1.128.6~~1.1.142.6 of the definition of Permitted Charges), (e), (k), (l) and (m) of the first sentence of Section 13.7) by any member of the VL Group, less reasonable out-of-pocket costs, fees and expenses incurred in connection with such incurrence.

1.1.130 ~~1.1.127~~ “**Net Disposition Proceeds**” means the gross amount of proceeds payable in cash or Cash Equivalents arising from any Asset Disposition (except pursuant to clauses (i), (ii) and (iii) of the first sentence of Section 13.3), 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.

1.1.131 ~~1.1.128~~ “**Net Disposition Proceeds Limit**” has the meaning ascribed to it in subsection 8.3.3.

1.1.132 ~~1.1.129~~ “**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.

1.1.133 ~~1.1.130~~ “**New Facility**” means one or more credit facilities created from time to time as permitted under Section 2.4 and benefitting from the Security.

1.1.134 ~~1.1.131~~ “**Notice of Borrowing**” means, (i) with respect to the Revolving Facility or the Term Facility, 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 or 4.11, or of subsection 6.1.1, and (ii) with respect to the Finnvera Term Facility, a Tranche A Notice of Borrowing, as defined in Schedule “P”.

1.1.135 ~~1.1.132~~ “**Notice of Conversion or Rollover**” means, with respect to the Revolving Facility or the Term Facility, a notice substantially in the form of Schedule “R” transmitted to the Agent by the Borrower in accordance with the provisions of Section 4.12.

1.1.136 ~~1.1.132~~ “**OFAC**” means The Office of Foreign Assets Control of the US Department of Treasury.

1.1.137 ~~1.1.133~~ “**Offering**” means any public or private offering of Equity Interests or Debt permitted hereunder.

1.1.138 ~~1.1.134~~ “**Original Closing Date**” means November 28, 2000.

1.1.139 ~~1.1.135~~ “**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.

1.1.140 ~~1.1.136~~ “**Payment Recipient**” has the meaning ascribed to it in Section 18.21.1.

1.1.141 ~~1.1.137~~ “**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.

1.1.142 ~~1.1.138~~ “Permitted Charges” means the Charges created by the Security Documents and, with respect to any Person:

- 1.1.142.1 ~~1.1.138.1~~ 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;
- 1.1.142.2 ~~1.1.138.2~~ 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;
- 1.1.142.3 ~~1.1.138.3~~ 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;
- 1.1.142.4 ~~1.1.138.4~~ Charges granted in favour of municipal authorities or public utilities on immovables acquired from time to time by
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such Person which do not adversely affect the value or marketability of such Person's immovable property in any material respect;

[1.1.142.5](#) ~~1.1.138.5~~ 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;

[1.1.142.6](#) ~~1.1.138.6~~ Charges (i) under any Capital Lease or Synthetic 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, shall not exceed, at the time of incurrence, the greater of (a) 7.5% of Shareholders Equity and (b) (y)\$500,000,000 (prior to the consummation of the Freedom Transaction) or (z) \$1,500,000,000 (following the consummation of the Freedom Transaction), as applicable, outstanding at any time;

[1.1.142.7](#) ~~1.1.138.7~~ bankers' liens, rights of set-off or similar rights to deposit accounts or the funds maintained with a credit or deposit-taking institution;

[1.1.142.8](#) ~~1.1.138.8~~ other Charges, not ranking in priority to the Security, incurred in the ordinary course of the Core Business, in an aggregate amount not at any time exceeding, the greater of (a) 7.5% of Shareholders Equity and (b) \$75,000,000; and

[1.1.142.9](#) ~~1.1.138.9~~ Charges on the assets of the Borrower and the Guarantors securing Debt under Credit Facilities of the Borrower and the Guarantors provided that at the time of Incurrence and after giving effect to the Incurrence of such Debt under Credit Facilities and the application of the proceeds therefrom on such date, the aggregate principal amount of Debt under Credit Facilities (including the Facilities) of the Borrower and the Guarantors secured by such Charges does not

exceed the maximum amount permitted on such date pursuant to clause (1) of the definition of “Permitted Liens” of the Senior Notes Indenture and provided further that such Charges (except Charges created by the Security Documents) are pari passu or inferior in rank vis-à-vis the Charges created by the Security Documents and are subject to an intercreditor agreement in form and substance satisfactory to the Majority Lenders, acting reasonably.

1.1.143 ~~1.1.139~~ “**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.

1.1.144 ~~1.1.140~~ “**Prime Rate**” means, on any day, 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); provided that in the event that the Prime Rate is, at any time, less than the average one month Bankers’ Acceptance rate quoted on Reuters Service, page CDOR, as at approximately 10:00 a.m. on such day plus 1% (the “**BA Rate**”), “Prime Rate” shall be equal to the BA Rate. 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.

1.1.145 ~~1.1.141~~ “**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.

1.1.146 ~~1.1.142~~ “**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.

1.1.147 ~~1.1.143~~ “**Proceeds of Crime Act**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the regulations promulgated thereunder.

1.1.148 ~~1.1.144~~ “**QMI Subordinated Debt**” has the meaning ascribed to it in Section 13.7.

1.1.149 ~~1.1.145~~ “**Relevant Group**” means:

- (a) when used for the purposes of Section 8.3, Article 12 (other than Section 12.11 and subsection 12.15.3(b)), Article 13 (other than Section 13.4) and Article 14, including to the extent used in any
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defined term used therein (or any defined term used within such definitions or any component thereof), the VL Group, and

- (b) when used for the purposes of Section 12.11, subsection 12.15.3(b) or Section 13.4, 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, Debt, and Excess Cash Flow 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.

1.1.150 ~~1.1.146~~ **“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.

1.1.151 ~~1.1.147~~ **“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.

1.1.152 ~~1.1.148~~ **“Revolving Facility”** means the Facility under which the portion of the Credit described in subsection 2.1.1 is available.

1.1.153 ~~1.1.149~~ **“Revolving Facility Fees”** means the fees payable to the Agent and to the Revolving Facility Lenders, as set out in Section 5.10.

1.1.154 ~~1.1.150~~ **“Revolving Facility Lender”** means a Lender having a Commitment under the Revolving Facility.

1.1.155 ~~1.1.151~~ **“Rollover Date”** means, with respect to a Term SOFR Advance or a BA Advance, the date of any such Advance, or the first day of any Designated Period.

1.1.156 ~~1.1.152~~ “**Sanctioned Person**” means a Person named on the list of “Specially Designated Nationals” maintained by OFAC or otherwise designated under Sanctions Laws.

1.1.157 ~~1.1.153~~ “**Sanctions Event**” is used with the defined meaning assigned in Section 11.20.

1.1.158 ~~1.1.154~~ “**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.

1.1.159 ~~1.1.155~~ “**Scheduled Unavailability Date-Term SOFR**” has the meaning specified in clause (b) of subsection 5.13.2.

1.1.160 ~~1.1.156~~ “**Second Currency**” has the meaning ascribed to it pursuant to Section 15.1.

1.1.161 ~~1.1.157~~ “**Secured Applicable Percentage**” means, with respect to (a) any Revolving Facility Lender, the percentage of the total Commitments under the Revolving Facility represented by such Lender’s Commitment under the Revolving Facility, (b) any Term Facility Lender, the percentage of the total Commitments under the Term Facility represented by such Lender’s Commitment under the Term Facility, (c) any Finnvera Facility Lender, the percentage of the total Commitments under the Finnvera Term Facility represented by such Lender’s Commitment under the Finnvera Term Facility, or (d) 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 Secured Applicable Percentage of a Revolving Facility Lender, a Term Facility Lender, a Finnvera 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) (iii) the portion of the Loan Obligations under the Finnvera Term Facility owed to such Finnvera Facility Lender or (iv) the portion of the Loan Obligations under such New Facility owed to such Lender under such New Facility 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 Secured Obligations, giving effect to any Assignments pursuant to the provisions of Article 16 or Section 10 of Schedule “P”. If there is a Defaulting Lender, the “Secured Applicable Percentage” shall be adjusted in accordance with the provisions of Section 18.17 without increasing the Commitment of any Lender.

1.1.162 ~~1.1.158~~ “**Secured Obligations**” means, collectively, all of the Loan Obligations under the Revolving Facility, the Term Facility, the Finnvera Term Facility and any New Facility, and all of the Derivative Obligations.

1.1.163 ~~1.1.159~~ “**Security Documents**” means all of the guarantees and security documents described in Article 9, and “**Security**” means the security created thereby.

1.1.164 ~~1.1.160~~ “**Selected Amount**” means, with respect to a BA Advance, the amount of the Advances in Canadian Dollars which the Borrower has asked to obtain by the issuance of Bankers’ Acceptances in accordance with Section 6.1, and 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 4.11, that the interest payable thereon be calculated on the Term SOFR Basis.

1.1.165 ~~1.1.161~~ “**Seventh Amending Agreement**” means the seventh amending agreement to this Agreement dated as of April 3, 2023 entered into among the parties hereto.

1.1.166 ~~1.1.162~~ “**Seventh Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Seventh Amending Agreement.

1.1.167 ~~1.1.163~~ “**Seventh Amendment Conditions Precedent**” has the meaning ascribed to “Conditions Precedent to Amendment” in the Seventh Amending Agreement.

1.1.168 ~~1.1.164~~ “**Senior Notes Indenture**” means the indenture governing the 2030 Senior Notes issued by the Borrower as in effect on the Fifth Amendment Closing Date (unamended), a copy of which (including the relevant definitions) is included in Schedule “Q”.

1.1.169 ~~1.1.165~~ “**Shareholders Equity**” means, with respect to the VL Group at any time and calculated on an Adjusted Consolidated basis, the amount of paid-up capital in respect of all issued and fully-paid and non-assessable shares of share capital, together with the contributed surplus, retained earnings and translation adjustment (if applicable), all as otherwise calculated in accordance with GAAP.

1.1.170 ~~1.1.166~~ “**Share Pledge**” has the meaning ascribed to it in subsection 9.1.2.

1.1.171 ~~1.1.167~~ “**Sixth Amending Agreement**” means the sixth amending agreement to this Agreement dated as of January 13, 2023 entered into among the parties hereto.

1.1.172 ~~1.1.168~~ “**Sixth Amendment Closing Date**” has the meaning ascribed to “Amendment Effective Date” in the Sixth Amending Agreement.

1.1.173 ~~1.1.169~~ “**SOFR**” means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

1.1.174 ~~1.1.170~~ “**SOFR Adjustment**” means

- (a) with respect to Daily Simple SOFR, 0.10% (10 basis points); and
- (b) with respect to Term SOFR, 0.10% (10 basis points) for a Designated Period of one-month’s duration, 0.15% (15 basis points) for a Designated Period of three- months’ duration, and 0.25% (25 basis points) for a Designated Period of six-months’ duration.

1.1.175 ~~1.1.171~~ “**Solvency Certificate**” means a certificate attesting that a Person is Solvent, delivered in accordance with the provisions of Section 13.6.

1.1.176 ~~1.1.172~~ “**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.

1.1.177 ~~1.1.173~~ “**Specified Representations**” has the meaning ascribed to it in the Seventh Amending Agreement.

1.1.178 ~~1.1.174~~ “**Spectrum Auction and Purchase**” means any process by Industry 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.

1.1.179 ~~1.1.175~~ “**Stamping Fees**” means, with respect to BA Advances, including BA Advances made by way of Discount Notes, the fee calculated by (a) multiplying the percentage referred to in the definition of “Margin” by the face amount of the Bankers’ Acceptances being issued and stamped in connection with the BA Advance being made, (b) dividing the product so obtained by 365 or, in a leap year, 366, and (c) multiplying the result so obtained by the number of days in the relevant Designated Period.

1.1.180 ~~1.1.176~~ “**Standby Fee**” has the meaning ascribed to it in subsection 5.10.1.

1.1.181 ~~1.1.177~~ “**Subordinated Debt**” means, in respect of any Person, unsecured Debt of such Person that has no required redemption provisions and matures at least 6 months after the expiry of the Term hereof and that has been subordinated in right of payment to the obligations of the VL Group hereunder and under the Security Documents in form and substance acceptable to the Lenders and their counsel.

1.1.182 ~~1.1.178~~ “**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.

1.1.183 ~~1.1.179~~ “**Successor Rate (USD)**” has the meaning specified in subsection 5.13.2.

1.1.184 ~~1.1.180~~ “**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 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.

1.1.185 ~~1.1.181~~ “**Swing Line Commitment**” means \$55,000,000.

1.1.186 ~~1.1.182~~ “**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.

1.1.187 ~~1.1.183~~ “**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.

1.1.188 ~~1.1.184~~ “**Synthetic Lease**” means any synthetic lease or similar off- balance sheet financing product where such transaction is considered borrowed money for tax purposes but is classified as an operating lease in accordance with GAAP.

1.1.189 ~~1.1.185~~ “**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; (4) such transaction either (a) causes all of the Security creating a Charge on any transferred assets to remain in full force and effect, or (b) provides for the replacement of such assets by different assets of a value, nature and kind acceptable to each of the Lenders, and which shall in any event be subject to the Security (and the assets so transferred that were previously Charged shall be released); and (5) 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.

1.1.190 ~~1.1.186~~ **“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 “N” 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.

1.1.191 ~~1.1.187~~ “**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.

1.1.192 ~~1.1.188~~ “**Term**” means (i) with respect to the Revolving Facility, the period commencing on the Closing Date and terminating on July 20, 2026, (ii) with respect to the Term Facility, (a) as it relates to the Term Facility Tranche A, the period commencing on the Seventh Amendment Closing Date and terminating on the Term Facility Tranche A Maturity Date, (b) 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 (c) 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, and (iii) with respect to the Finnvera Term Facility, the period commencing on November 13, 2009 and terminating on the “Maturity Date” as defined in Schedule “P”.

1.1.193 ~~1.1.189~~ “**Term Facility**” means the Facility under which the portion of the Credit described in subsection 2.1.2 is available.

1.1.194 ~~1.1.190~~ “**Term Facility Fees**” means the fees payable to the Agent and to the Term Facility Lenders, as set out in Section 5.10.

1.1.195 ~~1.1.191~~ “**Term Facility FX Excess Amount**” has the meaning ascribed to it in ~~Section 4.10~~ subsection 4.10.1.1.

1.1.196 ~~1.1.192~~ “**Term Facility FX Excess Amount**” has the meaning ascribed to it in ~~Section 4.10~~ subsection 4.10.1.1.

1.1.197 “**Term Facility FX Availability**” has the meaning ascribed to it in subsection 4.10.1.2.

1.1.198 “**Term Facility FX Availability Amount**” has the meaning ascribed to it in subsection 4.10.2.

1.1.199 “**Term Facility FX Determination**” has the meaning ascribed to it in subsection 4.10.1;

1.1.200 “**Term Facility FX Determination Date**” has the meaning ascribed to it in subsection 4.10.1;

1.1.201 ~~1.1.193~~ “**Term Facility Lender**” means a Lender having a Commitment under the Term Facility.

1.1.202 ~~1.1.194~~ “**Term Facility Tranches**” refers collectively to the Term Facility Tranche A, the Term Facility Tranche B and the Term Facility Tranche C, and “**Term Facility Tranche**” refers to any one thereof, as the context requires.

1.1.203 ~~1.1.195~~ “**Term Facility Tranche A**” means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(a).

1.1.204 ~~1.1.196~~ “**Term Facility Tranche A Maturity Date**” means October 3, 2024.

1.1.205 ~~1.1.197~~ “**Term Facility Tranche B**” means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(b).

1.1.206 ~~1.1.198~~ “**Term Facility Tranche B Maturity Date**” means April 3, 2026.

1.1.207 ~~1.1.199~~ “**Term Facility Tranche C**” means the tranche of the Term Facility made available to the Borrower pursuant to subsection 2.1.2(c).

1.1.208 ~~1.1.200~~ “**Term Facility Tranche C Maturity Date**” means April 3, 2027.

1.1.209 ~~1.1.201~~ “**Term SOFR**” means, for any Designated 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 Designated Period with a term equivalent to such Designated 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, in each case, plus the SOFR Adjustment for such Designated Period; 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.

1.1.210 ~~1.1.202~~ “**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.

1.1.211 ~~1.1.203~~ “**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.

1.1.212 ~~1.1.204~~ “**Term SOFR Replacement Date**” has the meaning specified in Section 5.13.2.

1.1.213 ~~1.1.205~~ “**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.

1.1.214 ~~1.1.206~~ “**Third Amendment Closing Date**” means June 16, 2015.

1.1.215 ~~1.1.207~~ “**Tranche A Advance**” has the meaning ascribed to it in Schedule “P”.

1.1.216 ~~1.1.208~~ “**Tranche A CDOR Advance**” has the meaning ascribed to it in Schedule “P”.

1.1.217 ~~1.1.209~~ “**Tranche A Designated Period**” has the meaning ascribed to it in Schedule “P”.

1.1.218 ~~1.1.210~~ “**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.

1.1.219 ~~1.1.211~~ “**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.

1.1.220 ~~1.1.212~~ “**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.

1.1.221 ~~1.1.213~~ “**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.

1.1.222 ~~1.1.214~~ “**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 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.

1.1.223 ~~1.1.215~~ “**VL Group**” or “*groupe VL*” 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 Seventh Amendment Closing Date is provided in Schedule “L” hereto.

1.1.224 ~~1.1.216~~ “2030 Senior Notes” means the 4.50% Senior Notes due January 15, 2030.

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 Benchmark Replacement (as defined in Section 6.14) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes (USD) or Benchmark Replacement Conforming Changes (as defined in Section 6.14)). 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 Benchmark Replacement (as defined in Section 6.14)) (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 Benchmark Replacement (as defined in Section 6.14)) (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, in a maximum amount equal to \$2,000,000,000 (subject to increases in accordance with Section 2.4), including the Swing Line Commitment which forms part of the Revolving Facility;
 - 2.1.2 the Term Facility, in a maximum amount equal to \$2,100,000,000, which Facility is available in three tranches:
-

- (a) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche A Maturity Date;
- (b) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche B Maturity Date; and
- (c) a tranche in the amount of \$700,000,000 maturing on the Term Facility Tranche C Maturity Date; and

2.1.3 the Finnvera Term Facility, in a maximum amount as at the Third Amendment Closing Date equal to \$32,142,857.16.

Irrespective of whether or not any Swing Line Advances have been made or remain outstanding, the amount available under the Revolving Facility (other than for the purposes of the calculation under subsection 5.10.1) shall be deemed to be reduced by an amount equal to the Swing Line Commitment.

2.2 **The Revolving Facility**

All Advances under the Revolving Facility 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 Term.

2.3 **The Term Facility**

2.3.1 The Term Facility is available by way of Advances to be disbursed on the Seventh Amendment Closing Date, subject to the Seventh Amendment Conditions Precedent having been satisfied.

2.3.2 The Advances under the Term Facility shall be in Canadian Dollars or US\$ and may be repaid at all times during the Term.

2.3.3 The parties acknowledge and agree that amounts requested by the Borrower to be disbursed under the Term Facility pursuant to a Notice of Borrowing shall be allocated between all Term Facility Tranches on a pro rata basis by way of Advances made under each Term Facility Tranche.

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 4.10.

2.3.5 If any portion of the Term Facility remains undrawn immediately following the Seventh Amendment Closing Date, the Term Facility shall be permanently reduced in an amount equal to the undrawn portion thereof.

2.4 Incremental Commitments and Facilities

The Borrower may, at any time (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 shall not exceed an amount equal to \$500,000,000 minus the amount of any New Commitments and New Facility (in each case, drawn and undrawn) made after the Sixth Amendment Closing Date that remain in effect. 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. 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**

By notice in writing to the Agent for delivery to the Revolving Facility 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 “**Renewal Request**”) that the Revolving Facility Lenders extend the Term of the Revolving Facility for a period no greater than four years from the date upon which the requested extension takes effect.

The Revolving Facility Lenders undertake to respond to the Renewal Request not more than 30 days from receipt. If any Revolving Facility Lender fails to so respond, such Revolving Facility Lender shall be deemed to be an Extension Non-Consenting Lender, as defined below. Each Renewal Request must be consented to by Revolving Facility Lenders holding not less than $\frac{2}{3}$ of the Commitments under the Revolving Facility (herein the “**Special Majority 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 Lenders have consented to the Renewal Request, any Revolving Facility Lender not consenting thereto (an “**Extension Non-Consenting 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 Lender shall promptly assign its rights, benefits and obligations as a Revolving Facility Lender 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 Lender is not so assumed, (a) all Loan Obligations owed to such Extension Non-Consenting Lender shall be fully repaid (together with interest and fees related thereto) by the Borrower to such Extension Non-Consenting Lender on, and (b) the Commitments of such Extension Non-Consenting Lender will terminate on, the then-applicable expiry date of the Term, without regard to the extension sought in the Renewal Request, and the Credit under the Revolving Facility shall be reduced accordingly on that date.

2.6 **Finnvera Term Facility**

All Advances under the Finnvera Term Facility shall be in the currencies and shall be made and repaid in the manner described in Schedule “P”.

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 shall be used by the Borrower to finance a portion of the cash consideration of the Freedom Transaction (the remainder portion thereof being financed by an Advance under the Revolving Facility).

3.1.3 All Advances made under the Finnvera Term Facility shall be for the purposes described in Section 2 of Schedule “P”.

4. ADVANCES, CONVERSIONS AND OPERATION OF ACCOUNTS

None of the provisions of Article 4 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 3 of Schedule "P".

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 the Revolving Facility and the Term Facility, on one or more occasions, up to the maximum amount of the Credit under the Revolving Facility or Term Facility, as applicable, 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. Notices of Borrowing in respect of Letters of Credit, Swing Line Advances, Term SOFR Advances and BA Advances shall be given in accordance with the provisions of Sections 4.2, 4.3, 4.11, and 6.1, respectively.

4.2 Letters of Credit

4.2.1 Issuance. Subject to the applicable provisions of this Agreement, on any Business Day during the Disbursement Period, as part of the Credit available under the Revolving Facility, 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 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 (minus the Swing Line Commitment) to support a bid in the Spectrum Auction and Purchase, provided that the Security will extend to the property of the entity that will own the auctioned spectrum if it is a member of the VL Group (subject to the provisions of Section 9.3) and to its Equity Interests if held by a member of the VL Group (subject to the provisions of Section 9.3 and if not so held, the provisions of Section 13.10 shall apply), unless, with respect to such Equity Interests, such owner is the Borrower. 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 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, 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 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, 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 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 Lenders under the relevant Facility under which the Letter of Credit was issued, 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 relevant Facility under which the Letter of Credit was issued 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 such Facility 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;
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- 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 under the Revolving Facility 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 relevant Facility 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. 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 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 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 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 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 Lender’s Secured Applicable Percentage 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 Secured Obligations. However, if an Event of Default under subsection 14.1.4 shall have occurred, the Revolving Facility 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, a Default under subsection 14.1.4 shall have occurred and be continuing or an Event of Default under subsection 14.1.4 shall have occurred, each Revolving Facility 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 Secured Applicable Percentage 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 Secured 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 Lender an amount equal to such Revolving Facility Lender’s Secured Applicable Percentage multiplied by such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Facility 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 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 Lender in like funds as such payment is required to be returned by such Former Swing Line Lender.

4.3.7 Each Revolving Facility 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 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 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 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, including the Bankers' Acceptances issued by the Borrower, 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 Security 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 Security 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 Security 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 Secured Applicable Percentage of each such Lender, as such Secured Applicable Percentage 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, and of Section 6.8 hereof with respect to BA 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 the Revolving Facility and under the Term Facility shall cease to be available at the expiry of the Disbursement Period applicable to such Facilities.

4.7 **Notices Irrevocable**

Any notice given to the Agent in accordance with Articles 4 or 6 may not be revoked or withdrawn.

4.8 **Limits on BA Advances, Term SOFR Advances and Letters of Credit**

Nothing in this Agreement shall be interpreted as authorizing the Borrower to issue Bankers' Acceptances or borrow by way of Term SOFR Advances for a Designated 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 Facility (or in the case of the Term Facility, the applicable Term Facility Tranche) under which such Bankers' Acceptances, Term SOFR Advances or Letters of Credit are requested.

4.9 **Excess Resulting From Exchange Rate Change – Revolving Facility.**

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 the Revolving Facility in US Dollars; and

4.9.2 the principal amount of the Loan Obligations under the Revolving Facility in Canadian Dollars;

exceeds the amount of the Credit under the Revolving Facility 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 the Revolving Facility to an amount equal to or less than the then available amount of the Credit under the Revolving Facility, 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 the Revolving Facility exceed the then available amount of the Credit under the Revolving Facility, 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 Acceptance Date or Rollover Date, make the necessary exchange rate calculations to determine whether any such excess exists on such date and, if there is an excess, it shall so notify the Borrower.

4.10 ~~**Excess Resulting From Exchange Rate Change**~~**Fluctuations – Term Facility.**

~~4.10.1 If on the last Business Day of any month (or the last Business Day of any other 30-day period agreed to between the Borrower and the Agent), following one or more fluctuations in the exchange rate of the US Dollar against the Canadian Dollar, the sum of:~~

~~4.10.1~~ 4.10.1.1 ~~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 ~~the such~~ Term Facility Tranche in US Dollars; ~~and~~ 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:

~~4.10.1.2 the Loan Obligations under the Term Facility in Canadian Dollars;~~

4.10.1.1 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 ~~under the Term Facility~~ then available under such Term Facility Tranche (a “Term Facility FX Excess” and the amount by which the ~~Loan Obligations (expressed in Canadian Dollars)~~ Aggregate CAD Equivalent of Outstanding Term Facility Advances under such Term Facility Tranche exceeds the amount of the Credit then available under ~~the such~~ Term Facility Tranche is hereinafter referred to as the “Term Facility FX Excess Amount”), 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)~~ 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 ~~the such~~ Term Facility Tranche to an amount equal to ~~or less than~~ the available amount of the Credit then available under ~~the 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 4.10.1.1; or

4.10.1.2 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 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

4.10.2 ~~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 ~~the~~such Term Facility Tranche to an amount equal to ~~or less than~~ the then available amount of the Credit under ~~the~~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.

4.11 Term SOFR Advances and Conversions

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. ~~Each Selected Amount with respect to each Designated Period shall be in an amount of not less than US\$1,000,000, and shall be in whole multiples of US\$1,000,000.~~ 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 a Designated 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 4.11, 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 4.11 pursuant to Section 5.13 shall be available for specification in a Notice of Borrowing.

4.12 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 4.12, 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

None of the provisions of Article 5 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 4 of Schedule "P".

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 Designated 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 Designated Period when the Designated Period is 1 to 3 months,

5.4.2 when the applicable Designated Period exceeds 3 months, on the last Business Day of each period of 3 months during such Designated Period and on the last day of the applicable Designated Period.

provided that if any Designated Period would otherwise end on a day that is not a Business Day, such Designated Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Designated Period into another calendar month, in which event such Designated 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 Derivative Obligations

The Borrower agrees that any amounts due to the Agent or the Lenders on account of Derivative Obligations shall be secured by the Security.

5.7 **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.

5.8 **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.

5.9 **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.

5.10 **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:

- 5.10.1 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 the Revolving Facility, irrespective of compliance with any conditions precedent or other restrictions) under the Revolving Facility (including 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;
 - 5.10.2 for the Revolving Facility Lenders, the upfront fees referred to in the Third Amending Agreement dated as of June 16, 2015;
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- 5.10.3 for the Term Facility Lenders, the upfront fees and ticking fees referred to in the Seventh Amending Agreement;
- 5.10.4 for the Co-Lead Arrangers, the arrangement fees referred to in the Seventh Amending Agreement; and
- 5.10.5 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 the date hereof, entered into between the Borrower and the Agent.

5.11 **Interest Act**

- 5.11.1 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.
- 5.11.2 The parties agree that all interest in this Agreement will be calculated using the nominal rate method and not the effective rate method, and 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.

5.12 **Term SOFR Conforming Changes**

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.

5.13 **Inability to Determine Rates (Term SOFR)**

- 5.13.1 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 5.13.2, and the circumstances under clause (a) of subsection 5.13.2 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
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Designated 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 Designated 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 Designated 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 Designated Period.

- 5.13.2 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 a Designated 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 *plus* the SOFR Adjustment 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 plus the SOFR Adjustment, 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 5.13.2 or clause (b) of subsection 5.13.2 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 5.13 at the end of any Designated 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.

6. BANKERS' ACCEPTANCES

None of the provisions of Article 6 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Schedule "P".

6.1 Advances by Bankers' Acceptances and Conversions into Bankers' Acceptances

- 6.1.1 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), as part of the Credit available under the Revolving Facility or under the Term Facility, as applicable, by providing 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 to the Agent, given at least two (2) Business Days prior to the date of the Advance or the Rollover Date (for the purposes of this Article 6 called the "**Acceptance Date**"), the Borrower may request (a) that a BA Advance be made, (b) that one or more Advances not borrowed as BA Advances be converted into one or more BA Advances or (c) that a BA Advance or any part thereof be extended, as the case may be (the "**BA Request**").

Bankers' Acceptances shall be issued on each Acceptance Date or Rollover Date, in a minimum Selected Amount, with respect to each Designated Period, of \$5,000,000 or such greater amount which is an integral multiple of \$1,000,000, shall have a Designated Period of 1, 2 or 3 months (or such other period as may be available and acceptable to the Agent), subject to availability, and shall, in no event, mature on a date after the expiry of the applicable Term.

6.1.2 Prior to making any BA Request, the Borrower shall deliver:

- (a) to the Lenders, in the name of each Lender which is a bank that accepts bankers' acceptances (a "**BA Lender**"), drafts in form and substance acceptable to the Agent and the Lenders; and
- (b) to the Lenders in the name of each Lender which is not a bank or does not accept bankers' acceptances (a "**Non-BA Lender**"), Discount Notes;

completed and executed by its authorized signatories in sufficient quantity for the Advance requested and in appropriate denominations to facilitate the sale of the Bankers' Acceptances in the financial markets. No Lender shall be responsible or liable for its failure to accept a Bankers' Acceptance hereunder if such failure is due, in whole or in part, to the failure of the Borrower to give appropriate instructions to the Agent on a timely basis, nor shall the Agent or any Lender be liable for any damage, loss or other claim arising by reason of any loss or improper use of any such instrument except a loss or improper use arising by reason of the gross negligence or wilful misconduct of the Agent, such Lender, or their respective employees. In order to facilitate issuances of Bankers' Acceptances pursuant hereto, in accordance with the instructions given from time to time by the Borrower, the Borrower hereby authorizes each applicable Lender, and for this purpose appoints each such Lender its lawful attorney, to complete and sign Bankers' Acceptances on behalf of the Borrower, in handwritten or facsimile or mechanical signature or otherwise, and once so completed, signed and endorsed, and following acceptance of them as Bankers' Acceptances, to purchase, discount or negotiate such Bankers' Acceptances in accordance with the provisions of this Article 6, and to provide the Available Proceeds (as defined in subsection 6.2.4(d)) to the Agent in accordance with the provisions hereof. Drafts so completed, signed, endorsed and negotiated on behalf of the Borrower by any such Lender shall bind the Borrower as fully and effectively as if so performed by an authorized officer of the Borrower. Each Lender shall maintain a record with respect to such instruments (i) received by it hereunder, (ii) voided by it for any reason, (iii) accepted by it hereunder and (iv) cancelled at their respective maturities. Each Lender agrees to provide such records to the Borrower promptly upon request and, at the request of the Borrower, to cancel such instruments which have been so completed and executed and which are held by such Lender and have not yet been issued hereunder.

6.2 Acceptance Procedure

With respect to any BA Advance:

- 6.2.1 The Agent shall promptly notify in writing each applicable Lender of the details of the proposed issue, specifying:
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- 6.2.2 (a) For each BA Lender, (i) the principal amount of the Bankers' Acceptances to be accepted by such Lender, and (ii) the Designated Period of such Bankers' Acceptances; and
- (a) For each Non-BA Lender, (i) the principal amount of the Discount Notes to be issued to such Lender, and (ii) the Designated Period of such Discount Notes.
- 6.2.3 The Agent shall establish the Bankers' Acceptance Discount Rate at or about 10:00 a.m. on the Acceptance Date, and the Agent shall promptly determine the amount of the BA Proceeds.
- 6.2.4 Forthwith, and in any event not later than 11:30 A.M. on the Acceptance Date, the Agent shall indicate to each applicable Lender, in the manner set out in Section 18.5:
- (a) the Bankers' Acceptance Discount Rate;
- (b) the amount of the Stamping Fee applicable to those Bankers' Acceptances to be accepted by such Lender on the Acceptance Date, calculated by multiplying the appropriate percentage set out in the definition of "Stamping Fee" by the face amount of each Bankers' Acceptance (taking into account the number of days in the Designated Period), any such Lender being authorized by the Borrower to collect the Stamping Fee out of the BA Proceeds of those Bankers' Acceptances;
- (c) the BA Proceeds of the Bankers' Acceptances to be purchased by such Lender on such Acceptance Date; and
- (d) the amount obtained (the "**Available Proceeds**") by subtracting the Stamping Fee mentioned in subsection 6.2.4(b) from the BA Proceeds mentioned in subsection 6.2.4(c).
- 6.2.5 Not later than 1:00 P.M. on the Acceptance Date, each applicable Lender shall make available to the Agent its Available Proceeds.
- 6.2.6 Not later than 4:00 P.M. on the Acceptance Date, the Agent shall transfer the Available Proceeds to the Borrower in accordance with Section 8.9 and shall notify the Borrower on such day either by telex, fax or telephone (if by telephone, to be confirmed subsequently in writing) of the details of the issue.

6.3 **Purchase of Bankers' Acceptances and Discount Notes**

Before giving value to the Borrower, the Lenders or the sub-participants which:

- 6.3.1 are BA Lenders shall, on the Acceptance Date, accept the Bankers' Acceptances by inserting the appropriate principal amount, Acceptance Date and maturity date in accordance with the BA Request relating thereto and affixing their acceptance stamps thereto, and shall purchase or sell same; and
- 6.3.2 are Non-BA Lenders shall, on the Acceptance Date, complete the Discount Notes by inserting the appropriate principal amount, Acceptance Date and maturity date in accordance with the BA Request relating thereto.

6.4 **Maturity Date of Bankers' Acceptances**

Subject to the applicable notice provisions, at or prior to the maturity date of each Bankers' Acceptance, the Borrower shall:

- 6.4.1 give to the Agent a notice in the form of Schedule "B" requesting that the applicable Lenders convert all or any part of the BA Advance then outstanding by way of Bankers' Acceptances which are maturing into one or more Prime Rate Advances, US Base Rate Advances or Term SOFR Advances; or
- 6.4.2 give to the Agent a notice in the form of Schedule "B" requesting that the applicable Lenders extend all or any part of the BA Advance outstanding by way of Bankers' Acceptances which are maturing into one or more BA Advances by issuing new Bankers' Acceptances, subject to compliance with the provisions of subsection 6.1.1 with respect to the minimum Selected Amount and Designated Period; or
- 6.4.3 at latest at 12:00 p.m. two (2) Business Days prior to the Rollover Date of each Bankers' Acceptance then outstanding and reaching maturity, notify the Agent by way of a notice substantially in the form of Schedule "B-1" (but omitting paragraph 3) thereof that it intends to deposit in its account for the account of the applicable Lenders on the Rollover Date an amount equal to the principal amount of each such Bankers' Acceptance.

6.5 **Deemed Conversions on the Maturity Date**

If the Borrower does not deliver to the Agent one or more of the notices contemplated by subsections 6.4.1 or 6.4.2 or does not give the notice and make the deposit contemplated by subsection 6.4.3, the Borrower shall be deemed to have requested that the part of the BA Advance then outstanding which is reaching maturity be converted into a Prime Rate Advance.

6.6 **Conversion and Extension Mechanism**

If under the conditions

- 6.6.1 of subsection 6.4.1 and of Section 6.5, the Borrower requests or is deemed to have requested, as the case may be, that the Agent convert the portion of the BA Advance which is maturing into a Prime Rate Advance, the applicable Lenders shall pay the Bankers' Acceptances which are outstanding and maturing. Such payments by such Lenders will constitute an Advance within the meaning of this Agreement and the interest thereon shall be calculated and payable as the Borrower may request or may be deemed to have requested;
- 6.6.2 of subsection 6.4.3, the Borrower makes a deposit in its account, without limiting in any way the generality of Section 17.5, the Borrower hereby expressly and irrevocably authorizes the Agent to make any debits necessary in its account in order to pay the Bankers' Acceptances which are outstanding and maturing.

6.7 **Prepayment of Bankers' Acceptances**

Notwithstanding any provision hereof, the Borrower may not prepay any Bankers' Acceptance other than on its maturity date; however, this provision shall not prevent the Borrower from acquiring, in its discretion but subject to the other provisions of this Agreement, any Bankers' Acceptance in circulation from time to time.

6.8 **Apportionment Amongst the Lenders**

The Agent is authorized by the Borrower and each Lender to allocate amongst the applicable Lenders the Bankers' Acceptances to be issued and purchased in such manner and amounts as the Agent may, in its sole discretion, but acting reasonably, consider necessary, so as to ensure that no Lender is required to accept and purchase a Bankers' Acceptance for a fraction of \$100,000, and in such event, the applicable Lenders' respective Commitments in any such Bankers' Acceptances and repayments thereof shall be altered accordingly. Further, the Agent is authorized by the Borrower and each applicable Lender to cause the proportionate share of one or more Lender's Advances (calculated based on its Commitment) to be exceeded by no more than \$100,000 each as a result of such allocations provided that the principal amount of outstanding Advances, including Bankers' Acceptances, shall not thereby exceed the maximum amount of the respective Commitment of each applicable Lender. Any resulting amount by which the requested face amount of any such Bankers' Acceptance shall have been so reduced shall be advanced, converted or continued, as the case may be, as a Prime Rate Advance, to be made contemporaneously with the BA Advance.

6.9 **Cash Deposits**

Each Lender may, in its discretion, at any time, in the absence of any demand by the Borrower to such effect, grant an Advance to the Borrower, the amount of which shall be equivalent to the face value of all Bankers' Acceptances then in circulation which have been accepted, which Advance shall not bear interest. The amount of the Advance shall not be taken into account in order to calculate the amount of the Credit used pursuant hereto. The Agent shall retain the amount of the Advance in a non-interest bearing cash collateral account as security,

for the benefit of the Borrower, which amount may be entirely set-off against the amount of the Advance and the amount of the Bankers' Acceptances in circulation which such Lender has accepted and may be imputed, in the Lender's discretion, to the payment of the Bankers' Acceptances at their maturity. The Borrower shall sign and remit as security with regard thereto all appropriate documents which the applicable Lenders might judge necessary or desirable, specifically including an assignment of the credit balance of the deposit account held as security.

6.10 **Days of Grace**

The Borrower shall not claim from the applicable Lenders any days of grace for the payment at maturity of any Bankers' Acceptances presented and accepted by such Lenders pursuant to the provisions of this Agreement. Further, the Borrower waives any defence to payment which might otherwise exist if for any reason a Bankers' Acceptance shall be held by any Lender in its own right at the maturity thereof.

6.11 **Obligations Absolute**

The obligations of the Borrower with respect to Bankers' Acceptances shall be unconditional and irrevocable and shall be paid strictly in accordance with the provisions of this Agreement under all circumstances, including the following circumstances:

- 6.11.1 any lack of validity or enforceability of any draft accepted by any Lender as a Bankers' Acceptance; or
- 6.11.2 the existence of any claim, set-off, defence or other right which the Borrower may have at any time against the holder of a Bankers' Acceptance, the Lenders, or any other person or entity, whether in connection with this Agreement or otherwise.

6.12 **Depository Bills and Notes Act**

Bankers' Acceptances may be issued in the form of a depository bill and deposited with a clearing house, both terms as defined in the *Depository Bills and Notes Act*. The Agent and the Borrower shall agree on the procedures to be followed, acting reasonably. The Lenders are also authorized to issue depository bills as replacements for previously issued Bankers' Acceptances, on the same terms as those replaced, and deposit them with a clearing house against cancellation of the previously issued Bankers' Acceptances.

6.13 **Intentionally deleted.**

6.14 **Benchmark Replacement – CDOR Rate**

- 6.14.1 ***Replacing CDOR.*** On May 16, 2022 Refinitiv Benchmark Services (UK) Limited (“RBSL”), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either

permanently or indefinitely ceased to be provided by RBSL (the “**CDOR Cessation Date**”), if the then-current Benchmark is CDOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.

- 6.14.2 **Replacing Future Benchmarks.** Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then- current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Prime Rate Advances. During the period referenced in the foregoing sentence, the component of Prime Rate based upon the Benchmark will not be used in any determination of Prime Rate.
- 6.14.3 **Benchmark Replacement Conforming Changes.** In connection with the implementation and administration of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.
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- 6.14.4 **Notices; Standards for Decisions and Determinations.** The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) by delivering a BA Cessation Notice pursuant to subsection 6.14.7, its intention to terminate the obligation of the Lenders to make or maintain Bankers' Acceptances. 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 6.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.
- 6.14.5 **Unavailability of Tenor of Benchmark.** At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.
- 6.14.6 **Secondary Term CORRA Conversion.** Notwithstanding anything to the contrary herein or in any Loan Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in clause (i)(a) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; and (ii) each Advance outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, on the last day of the then-current interest payment period, into an Advance bearing interest at the Benchmark Replacement described in clause (i)(a) of such definition for the respective Available Tenor as selected by the Borrower as is available for the then-current Benchmark; provided that, this subsection 6.14.6 shall not be effective unless the Agent has delivered to the Lenders and the Borrower a Term CORRA Notice, and so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from Lenders comprising the Majority Lenders or the Borrower.
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6.14.7 **Bankers' Acceptances.** The Agent shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "**BA Cessation Effective Date**"), terminate the obligation of the Lenders to make or maintain Bankers' Acceptances, provided that the Agent shall give notice to the Borrower and the Lenders at least thirty (30) Business Days prior to the BA Cessation Effective Date ("**BA Cessation Notice**"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date, so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the BA Cessation Notice, written notice of objection to the termination of the obligation to make or maintain Bankers' Acceptances from Lenders comprising the Majority Lenders, (i) any Notice of Borrowing that requests the conversion of any Advance to, or rollover of any Advance as, a Bankers' Acceptance shall be ineffective, and (ii) if any Notice of Borrowing requests a BA Advance, such Advance shall be made as a CORRA loan of the same tenor. For the avoidance of doubt, any outstanding BA Advance shall remain in effect following the CDOR Cessation Date until the stated maturity of the underlying Bankers' Acceptance.

6.14.8 **Definitions.** In this Section 6.14, the following terms have the meanings set out below:

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

"**Benchmark**" means, initially, CDOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section 6.14, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**Benchmark Replacement**", means, for any Available Tenor:

- (i) For purposes of subsection 6.14.1, the first alternative set forth below that can be determined by the Agent:
 - (a) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration, or
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- (b) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration; and
- (ii) For purposes of Section 6.14.2, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then- prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;

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

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Business Day,” the available interest periods, the definition of “Banker’s Acceptance,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of this Section 6.14, and other technical, administrative or operational matters, including with respect to the obligation of the Agent and the Lenders to create, maintain or issue Banker’s Acceptances) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the 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 such Benchmark Replacement 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). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or Bankers’ Acceptances.

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than CDOR, the occurrence of a public statement or

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

“**CDOR**” means the Canadian Dollar rate for bankers’ acceptance borrowings known as the Canadian Dollar Offered Rate provided by RBSL, as the administrator of the benchmark (or a successor administrator).

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

“**Daily Compounded CORRA**” means, for any Business Day in an interest payment 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 lookback) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the 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 Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

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

“**Term CORRA**” means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published

by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an interest period determined by the Agent in its reasonable discretion in a manner substantially consistent with market practice.

“**Term CORRA Notice**” means the notification by the Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Transition Event.

“**Term CORRA Transition Date**” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrower, for the replacement of the then- current Benchmark with the Benchmark Replacement described in clause (i)(a) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.

“**Term CORRA Transition Event**” means the determination by the Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Agent and (c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with subsection 6.14.1.

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 BA 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 (in the case of a Revolving Facility Lender or a Term Facility Lender) or the Finnvera Facility Agent (in the case of a Finnvera Facility Lender), any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Agent or the Finnvera Facility Agent, as the case may be, 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.
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- 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, the Finnvera Facility 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, the Finnvera Facility 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.
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- 7.3.3 Indemnification by the Borrower. The Borrower shall indemnify the Agent, the Finnvera Facility 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, the Finnvera Facility 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 the Finnvera Facility Agent, as applicable), or by the Agent or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable.
- 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 or the Finnvera Facility Agent, as applicable), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower, the Agent or the Finnvera Facility Agent, as applicable, 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, the Agent or the Finnvera Facility Agent, as applicable, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower, the Agent or the Finnvera Facility Agent, as applicable, as will enable the Borrower, the Agent or the Finnvera Facility Agent, as applicable, 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 or the Finnvera Facility Agent, as applicable, in writing.
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7.3.6 **Treatment of Certain Refunds.** If the Agent, the Finnvera Facility Agent (as applicable) 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 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, the Finnvera Facility 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, the Finnvera Facility Agent or such Lender if the Agent, the Finnvera Facility 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, the Finnvera Facility 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 Bankers' Acceptance, Term SOFR Advance or Tranche A CDOR 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 or the Finnvera Facility Agent, as applicable 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 or the Finnvera Facility Agent, as applicable, 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 (in the case of a Finnvera Facility Lender, subject to the consent of Finnvera, as applicable) 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 or the Finnvera Facility Agent, as applicable, 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 and Article 10 of Schedule "P", as applicable), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an Eligible Assignee, a Tranche A Assignee or other assignee permitted under Schedule "P", as applicable 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 Borrower pays the Finnvera Facility Agent the transfer fee specified in Section 10.3 of Schedule “P”, in the case of an assignment under the Finnvera Term Facility;
- (c) 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 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);
- (d) 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
- (e) 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 (a) with respect to BA Advances, there no longer exists a market for Bankers’ Acceptances, or (b) 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 a Designated 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 a Designated Period, or (c) with respect to BA Advances or Prime Rate Advances, (i) the Bankers’ Acceptance Discount Rate is unavailable and the Agent is unable to provide the alternative rate described in the definition of “Bankers’ Acceptance Discount Rate”, or (ii) the Bankers’ Acceptance Discount Rate 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, or (iii) the Prime Rate or the US Base Rate at such time does not adequately and fairly reflect the cost to each such Requisite Disruption Lender of funding
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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 Bankers’ Acceptance Discount Rate or Term SOFR. Any alternate basis (which may include having recourse to the Market Disruption Prime Rate and/or 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 Bankers’ Acceptance Discount Rate or 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 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 (a) US Base Rate Advances, the applicable US Base Rate for all affected Lenders shall be the Market Disruption US Base Rate, and (b) Prime Rate Advances, the applicable Prime Rate for all affected Lenders shall be the Market Disruption Prime Rate.

8. PAYMENT, REPAYMENT AND PREPAYMENT

None of the provisions of Article 8 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 5 of Schedule “P”. However, Section 18.8 hereof shall apply to all payments made in respect of the Finnvera Term Facility.

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 on the last day of its Term.
 - 8.1.2 The Borrower hereby agrees to repay the amount of the Loan Obligations outstanding under the Term Facility Tranche A on the Term Facility Tranche A Maturity Date.
 - 8.1.3 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.
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- 8.1.4 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 BA Advances and Term SOFR Advances, the Borrower may repay in minimum amounts of \$1,000,000 or US\$1,000,000, or in whole multiples of such amount, all or part of the principal amount of the Loan Obligations under the Revolving Facility or under the Term Facility, for the account of the 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 BA Advance, no repayment shall be made on a date other than a maturity date of the Bankers’ Acceptances outstanding at that time, 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.

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.
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- 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 \$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 **Cash Collateralization of BA Advances and Payment of Losses Resulting From a Prepayment**

If a prepayment to be made would require the repayment of outstanding Bankers’ Acceptances prior to their maturity, the Borrower shall provide to the Agent cash collateral in an amount equal to the face amount of such Bankers’ Acceptances which cash collateral shall be held by the Agent in an interest bearing account and used to repay same at maturity.

If a prepayment in respect of 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 alone; and
- 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 with respect to interest payments on Term SOFR Advances.

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 Revolving Facility Lenders or the Term Facility Lenders, as the case may be, to the accounts last designated in writing by each Revolving Facility Lender or Term Facility Lender, as applicable, to the Agent, *pro rata* in accordance with their respective Secured Applicable Percentage, 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 Security 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. SECURITY

9.1 Security for Advances

As general and continuing security for the performance by the Borrower of its obligations to the Agents and the Lenders hereunder, including its obligations under the Swing Line and the other Loan Documents, its obligation to perform and pay the Loan Obligations and all Derivative Obligations, as such agreements are, from time to time, amended, restated, amended and restated, extended or renewed, the Borrower shall:

- 9.1.1 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, of the obligations of the Borrower under this Agreement, all Derivative Obligations and the Loan Documents, substantially in the form annexed as Schedule “D”;
 - 9.1.2 execute and cause to be executed by each of the Guarantors an agreement pledging the Equity Interests of each of their respective Subsidiaries to the Agent on behalf of the Lenders, which agreement may be substantially in form of Schedule “E” or otherwise in form acceptable to the Agent (the “**Share Pledge**”);
 - 9.1.3 execute and cause to be executed by each of the Guarantors first-ranking security (subject only to Permitted Charges) in favour of the Agent on behalf of the Lenders, by way of a hypothec on the universality of all of its movable and immovable property located in the Province of Quebec (and/or, at the option of the Agent, by way of a hypothec securing Debentures granted in favour of the Agent or a collateral agent designated by the Agent as the Hypothecary Representative of the Lenders within the meaning of Article 2692 of the *Civil Code of Quebec*, as contemplated by Section 18.16), the whole subject to the waivers contained in the letters referred to in Section 17.4. Notwithstanding the foregoing, the Borrower and the Guarantors shall only be obliged to make additional registrations of the foregoing security after the date of this Agreement against any network in the land registry of Quebec on every second anniversary of the date of the Fourth Amendment Closing Date;
 - 9.1.4 execute and cause to be executed by each of the Guarantors a Debenture Pledge of the Debentures referred to in subsection 9.1.3;
 - 9.1.5 execute first-ranking security (subject only to Permitted Charges) in favour of each Revolving Facility Lender and Term Facility Lender that is a bank, within the meaning of the Bank Act (Canada), under Sections 427 and following of the Bank Act (Canada);
 - 9.1.6 execute and cause to be executed by each of the Guarantors in favour of the Agent on behalf of the Lenders, a first-ranking (subject only to Permitted Charges) General Security Agreement and mortgage charging
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all of its property and assets, personal (movable) and real (immovable), if any, located elsewhere in Canada or in the USA (and/or, at the option of the Agent, by way of a debenture or other instrument containing the same Charges), including, if requested by the Agent, floating charges on leasehold interests;

- 9.1.7 execute and cause to be executed by each of the Guarantors a first-ranking assignment, by way of collateral security, of the contracts governing or evidencing intellectual property rights (subject to Permitted Charges, and to the extent not prohibited by the terms of the agreements governing such rights) in favour of the Agent on behalf of the Lenders; and
- 9.1.8 cause the Agent on behalf of the Lenders to be named in all insurance policies protecting the members of the VL Group and their movable property, activities, business interruption and third party liability against any form of loss as a named insured as its interest may appear, and deliver to the Agent certificates of insurance in form and substance satisfactory to the Agent.

9.2 ECA Guarantee

Notwithstanding any provision in this Agreement to the contrary, the ECA Guarantee (as defined in Schedule “P”), any replacement guarantee or instrument delivered pursuant to the provisions of Section 8.3 of Schedule “P”, and all proceeds derived therefrom shall be for the sole benefit of the Finnvera Facility Lenders.

9.3 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 subsection 9.1.1 or to provide the Security at the time of its creation or Acquisition if (A) the absence of such Guarantee and Security 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, or (B) in respect of each Freedom Entity, following the Freedom Transaction, such Guarantee and Security is provided in accordance with Section 12.12. 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 subsection 9.1.1 and its Security be discharged and 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 Additional Offerings permitted by paragraphs (f) and (g) of Section 13.7, and

unsecured Debt permitted by paragraph (i) of Section 13.7, 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 9.3, the Security on the property of such Released Guarantor and the Guarantee given by it pursuant to subsection 9.1.1 shall be discharged and 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).

9.4 **Release of Security in Certain Circumstances**

The Lenders agree to instruct the Agent to release all of the Security at the request of the Borrower if the Borrower's senior unsecured debt rating obtained from any 2 of DBRS, S&P or Moody's has been and remains not less than BBB(low)/BBB-/Baa3 for a period of not less than 6 months.

9.5 **Intentionally deleted.**

10. CONDITIONS PRECEDENT

None of the provisions of Section 10.2 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 6 of Schedule "P".

10.1 **Intentionally deleted.**

10.2 **Conditions Precedent to any Advance**

The obligation of the applicable Lenders to make any Advance (excluding the Freedom Term Facility 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 or the Finnvera Facility Agent, as applicable, a completed Notice of Borrowing;
 - 10.2.3 nothing shall have occurred since March 31, 2011 which would constitute a Material Adverse Change; and
 - 10.2.4 no Default shall have occurred and be continuing and no Event of Default shall have occurred.
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10.3 **Conditions Precedent to the Freedom Term Facility Advance**

The obligation of the Term Facility Lenders to make the Freedom Term Facility Advance under the Term Facility is conditional upon each of the Seventh Amendment Conditions Precedent having been satisfied.

10.4 **Waiver of Conditions Precedent**

The conditions set out in Sections 10.2 and 10.3 are solely for the benefit of the Lenders, and may be waived by the Agent with the unanimous consent of the Lenders (or in respect of Section 10.3, with the unanimous consent of the Term Facility 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 Security, as the case may be, and to execute and deliver and perform its obligations under this Agreement and each of the Security 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 Security 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 Security 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 Security 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 and the Finnvera Facility Agent in accordance with the provisions of Section 12.15 or otherwise disclosed to the Agent and the Finnvera Facility 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 and the Finnvera Facility 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. All of the immovable property (including any cable or telecommunications network) owned by the VL Group as of the Closing Date is listed in Schedule "I". All premises occupied by any member of the VL Group as of the Closing Date containing material assets belonging to such members of the VL Group are also listed in Schedule "I". All of the material tangible movable property of the VL Group as of the Closing Date is located in the provinces of Quebec and Ontario. 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 cause a Material Adverse Change.

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 result in a Material Adverse Change.

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 result in a Material Adverse Change.

11.10 **Insurance**

Each member of the VL Group has contracted for the insurance coverage described in Section 12.6.

11.11 **No Adverse Change**

No Material Adverse Change has occurred since December 31, 2010.

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 Security Documents, any borrowings hereunder and the granting of the Security.

11.13 **Compliance with Applicable Law and Licences**

Each member of the VL Group is in full compliance in all material respects 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.

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 Priority

The Security and Charges created, evidenced or constituted by or under the Security Documents bind each member of the VL Group which is a party thereto, are valid and subject to no Charge, other than the Permitted Charges, and are enforceable, as security for the performance of the obligations secured thereunder, in accordance with their respective terms, against the members of the VL Group which are parties thereto.

11.16 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, the Finnvera Facility Agent and/or Finnvera plc 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 and/or the Finnvera Facility Agent were prepared in good faith and all assumptions used therein were reasonable.

11.17 Share Capital

On the Closing Date, all of the shares of: (a) the Borrower are owned, directly or indirectly, by Quebecor Media Inc.; and (b) each of the Guarantors are owned, directly or indirectly, by the Borrower, free and clear of any Charges other than Permitted Charges.

11.18 Absence of Default

There exists no Default or Event of Default hereunder.

11.19 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 result in a Material Adverse Change.

11.20 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:

- 11.20.1 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;
- 11.20.2 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
- 11.20.3 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 Seventh Amendment 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 11.20 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.

11.21 **Environment**

- 11.21.1 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 result in a Material Adverse Change;
 - 11.21.2 To the best of the knowledge of the Borrower, after due enquiry:
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- (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 cause a Material Adverse Change;
- (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.

11.22 **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 (save and except that in respect of the Freedom Term Facility Advance, the only representations and warranties the accuracy of which shall be a condition to the availability and funding of the Freedom Term Facility Advance shall be the Acquisition Agreement Representations and the Specified Representations) and on each Tranche A Rollover Date (as defined in Schedule "P") (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 to carry on its businesses and to satisfy its obligations hereunder and under the Security Documents.

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 all material respects.

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. All such policies of insurance will contain a standard "mortgage clause" acceptable to the Agent providing that no such policy may be cancelled without the insurer providing not less than 30 days' prior written notice to the Agent. 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 result in a Material Adverse Change.

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 result in a Material Adverse Change, and except where the same are being contested in good faith, if the outcome of such contestation would not reasonably be expected to result in a Material Adverse Change. 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 (i) a period not exceeding 12 consecutive months immediately following an Acquisition permitted hereunder in an amount of not less than \$100,000,000 and (ii) a period not exceeding 18 consecutive months immediately following the closing of the Freedom Transaction, in each
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case under (i) and (ii) above, such maximum Leverage Ratio shall be increased to, but shall not exceed, 5.0:1 (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 2.5:1.

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. Notwithstanding the foregoing, it is understood and agreed that, following the consummation of the Freedom Transaction, the Borrower shall cause the Freedom Entities to become Guarantors and provide the required Security (and all other documents, officer's certificates (including a certificate of officer as to factual matters) and opinions reasonably requested by the Agent in connection therewith) within 90 days following the consummation of the Freedom Transaction in order to comply with the foregoing tests.

12.13 **Maintenance of Security**

Subject to Section 9.3, it shall take all necessary steps to preserve and maintain in effect the rights of the Agent and the Lenders, as well as any collateral agent designated by the Agent, pursuant to the Security Documents, together with any renewals thereof or additional documents creating Charges that may be required from time to time. In addition, if any new Subsidiary of any member of the VL Group is created or Acquired, or if a Person otherwise becomes a member of the VL Group, then subject to Section 9.3, such Subsidiary will provide Security of the nature described in Article 9, together with such legal opinions as may be reasonably requested by the Agent.

12.14 **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:

- 12.14.1 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 Security Documents, as well as any amendments, renunciations, consents or examinations pertaining to this Agreement and the Security Documents; and
 - 12.14.2 the reasonable costs of syndicating and advertising, as well as all reasonable fees, including reasonable legal fees and costs, incurred by the Agent, any collateral agent designated by the Agent, and the Lenders to
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preserve, enforce or exercise their respective rights hereunder or under the Security 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 12.14 shall subsist notwithstanding the full repayment of the Loan Obligations under the provisions hereof.

12.15 **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, the Finnvera Facility Agent and each Lender, and so undertakes:

12.15.1 **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 “J” (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 (excluding Back-to- Back Securities) and Debt of the Borrower, otherwise (B) providing the accurate percentage;
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(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.

12.15.2 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 12.15.1(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 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 12.15.2(a).

12.15.3 **Other Information**

- (a) Within 90 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) Within 75 days following the end of each financial quarter of the Borrower (other than the 4th quarter, in respect of which the delay shall be 90 days) in which the Leverage Ratio exceeded 4.5:1, a certificate of the Borrower signed by its chief financial officer or treasurer or another officer of the Borrower acceptable to the Agent, certifying a detailed calculation of Excess Cash Flow (in such form and providing such detail as the Agent may reasonably require) during such quarter (the “**Excess Cash Flow Certificate**”); and
- (c) From time to time and forthwith upon demand by the Agent, 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.

12.16 **Notice of Certain Events**

The Borrower shall advise the Agent and the Finnvera Facility Agent forthwith upon the occurrence of any of the following events:

- 12.16.1 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 result in a Material Adverse Change;
 - 12.16.2 The occurrence of any Material Adverse Change which is known to the Borrower or any other member of the VL Group, acting reasonably;
 - 12.16.3 Any Default or Event of Default, specifying in each case the relevant details and the action contemplated in this respect.
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12.17 Accuracy of Reports

All information, reports, statements and other documents and data provided to the Agent, the Finnvera Facility 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 Security under the Security 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), other than sales at fair market value (provided that any single transaction or series of transactions during the period from June 14, 2013 until the end of the Term of the Revolving Facility and the Term Facility that involve property having an aggregate fair market value of less than \$25,000,000 and a value per transaction of less than \$5,000,000 shall not have to be disposed of at fair market value), and, in such case, only if at the time of the proposed Asset Disposition, (a) there is no Default or Event of Default hereunder and the proposed Asset Disposition will not cause such a Default or Event of Default, and (b) the amount of (A) EBITDA of the VL Group generated during the preceding 12 months by the assets comprised in any such Asset Disposition, plus (B) the aggregate 12-month trailing EBITDA of the VL Group generated by all other assets comprised

in all previous Asset Dispositions made since the Third Amendment Closing Date (calculated as of the date of the applicable Asset Disposition), does not exceed 15% of the EBITDA of the VL Group for the 12 months ending on the last day of the month immediately preceding the date of the proposed Asset Disposition; provided that the VL Group shall be permitted to make (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, as well as the non-material assets listed in Schedule "I" consisting of surplus real estate of the VL Group, which are excluded from the Security and not subject to any Charge thereunder, and (iii) Asset Dispositions between members of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12. In the event of any Asset Disposition permitted under this Section 13.3 to a Person other than a member of the VL Group, (i) the Security on the assets so disposed of shall be discharged by the Agent without any requirement to obtain the consent of the Lenders, and (ii) in the case of any such Asset Disposition made in respect of 100% of the Equity Interests of a Guarantor, the Security on the property of such Guarantor and the Guarantee given by it pursuant to subsection 9.1.1 shall also be discharged and 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). In addition, any member of the VL Group shall be permitted to dispose of Back-to-Back Preferred Shares in order to repay Back-to-Back Debt, and shall also be permitted to dispose of property as part of a Tax Benefit Transaction, provided that (A) no Default or Event of Default exists at the time and (B) disposing of such Back-to-Back Preferred Shares or property as part of a Tax Benefit Transaction will not cause a Default or an Event of Default.

13.4 **Preservation of Capital**

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); provided that distributions by way of loans, dividends, return of capital, management fees (in excess of the 2.5% limit set out in Section 13.10), share repurchases or other transactions of the nature described in paragraphs (a) or (b) above:

- 13.4.1 made under Back-to-Back Transactions, Tax Benefit Transactions and, where Newco is a Guarantor, Tax Consolidation Transactions,
 - 13.4.2 made to the Borrower or to a Guarantor that has provided an unlimited Guarantee and the Security to the Agent on behalf of the Lenders,
 - 13.4.3 made at a time that the Leverage Ratio, calculated on a *pro forma* basis after taking into account the payment proposed, is less than or equal to 4.5:1, and
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13.4.4 consisting of a quarterly payment not in excess of 100% of Excess Cash Flow if the Leverage Ratio, calculated on a *pro forma* basis after taking into account the payment proposed, is greater than 4.5:1;

will be permitted, provided that (i) no Default or Event of Default exists at the time of the proposed distribution and (ii) making the payment of such amount 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 (including any undertaking in any Additional Offering) 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, in any manner whatsoever, directly or indirectly, other than an Acquisition required for the purpose of carrying on its business in the ordinary course, or permit any Subsidiary or Subsidiaries to be constituted otherwise than in accordance with the provisions of Section 13.10, except that (a) the members of the VL Group shall be permitted to make Acquisitions in the Core Business and permitted to create Subsidiaries (to the extent any such Subsidiaries are Acquired as part of any such Acquisition) if: (i) no Default or Event of Default exists at the time, (ii) paying the purchase price in respect of such Acquisition will not cause a Default or Event of Default, and (iii) any Person which is Acquired or created as a Subsidiary, if any, as a result of such Acquisition, becomes a member of the VL Group (other than in relation to a Spectrum Auction and Purchase, in which case subsection 4.2.1 shall apply) and provides the Security contemplated by subsection 4.2.1 or Article 9, subject to the exception contemplated by Section 9.3, as the case may be, (b) Acquisitions may be made of and between members of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12, (c) any member of the VL Group shall be permitted to acquire Back-to-Back Securities in an amount not exceeding the amount of the corresponding Back- to-Back Securities, and shall also be permitted to acquire property as part of a Tax Benefit Transaction, provided that (A) no Default or Event of Default exists at the time and (B) acquiring such Back-to-Back Securities or property as part of a Tax Benefit Transaction will not cause a Default or an Event of Default, and (d) any member of the VL Group shall be permitted to acquire Equity Interests of any of its Affiliates to the extent such Equity Interests are converted in full into cash (pursuant to a redemption or other transaction by such Affiliate) either (i) substantially contemporaneously with the Acquisition, provided that (A) prior to the Acquisition, such Affiliate shall provide a Solvency Certificate from one of its senior financial officers, (B) no Default or Event of Default exists at the time and (C) acquiring such Equity Interests and the redemption or other transaction that follows will not cause a Default or an Event of Default, or (ii) within 3 Business Days after the date of the Acquisition, provided that in such case (A) prior to the Acquisition, at the request of the Agent, acting reasonably, such Affiliate shall provide a Solvency Certificate from a reputable third party acceptable to the Agent, (B) no Default or Event of Default exists at the time, and (C) acquiring such Equity

Interests and the redemption or other transaction that follows will not cause a Default or an Event of Default.

13.7 **Debt and Guarantees**

Incur or assume Debt, provide Guarantees or render itself liable in any manner whatsoever, directly or indirectly, for any Indebtedness or obligation whatsoever of another Person, except (a) hereunder for the purposes set forth in Section 3.1; (b) that a member of the VL Group may provide financial assistance to another member of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12; (c) unsecured Debt not exceeding \$75,000,000 under the Tranche B Finnvera credit agreement entered into among the Borrower, HSBC Bank plc, The Toronto-Dominion Bank and Sumitomo Banking Corporation of Canada dated as of November 13, 2009; (d) in connection with Debt incurred or assumed that is secured by Permitted Charges, and within the limits applicable thereto; (e) in connection with Back-to-Back Transactions and Tax Benefit Transactions including by way of unsecured daylight loans; (f) that the Borrower may incur or assume unsecured Debt by way of Additional Offerings, and that a member of the VL Group may provide unsecured Guarantees in respect of obligations of the Borrower under any such Debt outstanding at any time, to the extent that the Borrower complies with the applicable Leverage Ratio calculated on a pro forma basis and, subject to the provisions of Section 9.3, such member has provided a Guarantee under subsection 9.1.1 provides such a Guarantee contemporaneously with its Guarantee in relation to the Additional Offering; (g) unsecured Debt by way of Additional Offerings incurred by the Borrower before the Closing Date and listed in Schedule "H" and including, subject to Section 9.3, unsecured Guarantees by members of the VL Group in respect of obligations of the Borrower under such Debt outstanding at any time; (h) the Borrower may borrow Subordinated Debt from Quebecor Media Inc. in a principal amount outstanding from time to time of up to \$500,000,000, with interest at a rate not exceeding the greater of (y) the three month bankers' acceptance rate quoted on Reuter's Services, page CDOR, as at approximately 10:00 a.m. on such day plus 3.0% per annum, or (z) 7% per annum (together with interest accrued thereon or paid in kind, the "**QMI Subordinated Debt**"); (i) additional unsecured Debt of up to \$250,000,000; (j) in connection with other Subordinated Debt; (k) unsecured daylight loans incurred in connection with Tax Consolidation Transactions, provided that prior to incurring the daylight loan made at the initiation of any Tax Consolidation Transaction in a minimum amount of \$75,000,000, the Agent shall have been informed by the Borrower of the incurrence of such daylight loan; (l) unsecured Debt in respect of daylight loans in the ordinary course of business for cash management purposes, and (m) unsecured Debt facilities, each with a maximum maturity of 2 years, in connection with and to support the issuance of letters of credit required under any Spectrum Auction and Purchase process; provided that, with respect to any of the matters described in paragraphs (c) to (i) inclusive and (m) above, (A) no Default or Event of Default exists at the time, (B) incurring or assuming such Debt (including by way of providing such Guarantee) will not cause a Default or Event of Default, and (C) on a pro forma basis, the incurrence or assumption of such Debt would not reasonably be expected to cause the Borrower to breach any of its covenants under Section 12.11 hereof.

13.8 Financial Assistance by the VL Group

Make any loan or advance to any party other than (a) as contemplated by Sections 13.4 and 13.6, or (b) to another member of the VL Group to the extent that the Borrower complies with the provisions of Section 12.12, or (c) by way of Back-to-Back Transactions or Tax Benefit Transactions. 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 Subordinated Debt

Repay any Debt the repayment of which is subordinated to the rights of the Lenders, or pay any interest due to the creditor of any such Debt, other than (a) interest due in respect of Subordinated Debt (including the QMI Subordinated Debt), provided (for greater certainty) that no Default has occurred or will occur as a result of such payment, and (b) any amount under or in connection with the QMI Subordinated Debt, provided that the amount so repaid, together with the amounts distributed by the Borrower in accordance with Section 13.4, do not in the aggregate exceed the amounts permitted to be distributed by the Borrower under Section 13.4, and (c) in respect of Back-to-Back Securities or Back-to-Back Transactions. In addition, the Borrower may agree to the conversion of the QMI Subordinated Debt into additional Equity Interests of the Borrower.

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 the transactions expressly permitted by paragraph (e) of Section 13.7; 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 Security 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
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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 Indebtedness (other than amounts due to the Lenders hereunder) which has resulted in Indebtedness in excess of an amount of \$75,000,000 becoming payable prior to its stated maturity or scheduled repayment date; or
 - 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 Security Documents, is revealed at any time to be misleading or incorrect in any material respect when it was made, and if any event or
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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 12.16.3; or

14.1.9 If in the opinion of the Lenders, acting in good faith, there occurs a Material Adverse Change and the situation has not been remedied within 15 days following the earlier of the date on which (a) the Agent gave notice thereof to the Borrower, or (b) the Borrower gave notice to the Agent in accordance with subsection 12.16.3; or

14.1.10 If a Change in Control occurs; or

14.1.11 If any Guarantee to be provided by any Guarantor (other than an Immaterial Subsidiary) hereunder 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 Security Documents:

14.2.1 the entire amount of the Loan Obligations, including the amount corresponding to the principal amount of the BA Advances then outstanding, in principal and interest, notwithstanding the fact that one or more of the holders of the Bankers' Acceptances issued pursuant to the provisions hereof have not demanded payment in whole or in part or have demanded only partial payment from the Lenders, 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 or Bankers' Acceptances issued in accordance with the provisions hereof; 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

Security 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 except if in respect of the Freedom Term Facility Advance, the disbursement and availability of which is subject solely to the Seventh Amendment Conditions Precedent.

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 12.14, 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 the Security and may deduct the amount of such costs and payments from the proceeds which it receives therefrom. The balance of such proceeds may be held by the Agent in the place of such Security and, when the Agent decides it is opportune, may be applied to the account of the part of the indebtedness of the Borrower to the Lenders which the Agent deems preferable, without prejudice to the rights of the Lenders against the Borrower for any loss of profit.

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 Security.

14.7 Application of Proceeds

Subject to the provisions hereof, and as among the Lenders, subject in particular to the provisions of Section 18.8, the Agent may apply the proceeds of realization of the property contemplated by the Security Documents and of any credit or compensating balance in reduction of the part of the Loan Obligations (principal, interest or accessories) which the Agent judges appropriate.

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 or the Finnvera Facility Agent, as applicable, 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, the Agent or the Finnvera Facility 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 or the Finnvera Facility Agent, as the case may be, 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 or the Finnvera Facility Agent, as applicable, shall inform the Borrower of the conclusion which the Lenders have reached.

16. ASSIGNMENT

None of the provisions of Article 16 shall apply to the Finnvera Facility Lenders or the Finnvera Term Facility, in respect of which the relevant provisions are set out in Section 10 of Schedule “P”. However, the Finnvera Facility Agent shall advise the Agent of any Assignments under the Finnvera Term Facility and shall also provide a list of up-to-date Commitments of each Finnvera Facility Lender whenever any changes to such Commitments occur.

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
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Obligations outstanding thereunder) or, if the 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, 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 Security 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 other than those contained in a letter by the Borrower to the Agent dated December 21, 2005 and confirmed by the Agent on March 1, 2006, and a letter by the Borrower to the Agent dated February 28, 2006 and confirmed by the Agent on the same date.

17.5 **Indemnification and Compensation**

In addition to the other rights now or hereafter conferred by law and those described in subsection 6.6.2 and Section 8.13, and without limiting such rights, if a Default or Event of Default should occur, each Lender, the Finnvera Facility Agent 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 Security Documents, including, without limitation, the accounts of any nature or kind which flow from or relate to this Agreement or the Security 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 or the Finnvera Facility 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 or the Finnvera Facility 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, and to confirm and perfect, and maintain perfection of, the Security.

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, the Finnvera Facility 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, the Finnvera Facility 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, the Finnvera Facility 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;

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
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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).

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 Security 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.

- 18.1.2 For the purposes of creating a *solidarité active* between each Lender, taken individually, and the Agent in accordance with Article 1541 of the *Civil Code of Québec*, the Borrower and each Lender (on its own behalf) acknowledge and agree with the Agent that such Lender and the Agent are hereby conferred the legal status of solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, owed by the Borrower to the Agent and such Lender hereunder and under Derivative Instruments (collectively, the “**Lender Solidary Claim**”). Accordingly, but subject (for the avoidance of doubt) to Article 1542 of the *Civil Code of Québec*, the Borrower and each of the Guarantors is irrevocably bound towards the Agent and each Lender in respect of the entire Lender Solidary Claim of the Agent and such Lender, such that the Agent and each Lender shall at all times have a valid and effective right of action for the entire Lender Solidary Claim of the Agent and such Lender and the right to give a full acquittance for it. Thus, without limiting the generality of the foregoing, the Agent, as solidary creditor for itself and each Lender, shall at all times have a valid and effective right of action in respect of all amounts, liabilities and other obligations owed by the Borrower and the Guarantors to the Agent and the Lenders or any of them hereunder and under Derivative Instruments and
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the right to give full acquittance for same. The parties further agree and acknowledge that the Security Documents described in Section 9.1 shall be granted to the Agent, for its own benefit and for the benefit of the Lenders, as solidary creditor as hereinabove set forth.

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.
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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 Security 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
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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 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, each Finnvera 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 Agents, in their capacity as agents of the Revolving Facility Lenders, the Term Facility Lenders, the Finnvera 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 Secured Applicable Percentage, 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, each Finnvera 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 Secured Obligations, each Revolving Facility Lender, Term Facility Lender, Finnvera Facility Lender and Lender under any New Facility shall share, in a percentage equal to its Secured Applicable Percentage, 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, including any amounts required to be paid to any Lender in respect of any Bankers' Acceptances and, for greater certainty, amounts forming part of the Swing Line Loan (which forms part of the Revolving Facility).

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 Secured Obligations.

18.9 **Derivative Obligations**

18.9.1 The Derivative Obligations shall be secured by the Security 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
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(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 Security in respect of Derivative Obligations, all decisions concerning the Security 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 Security 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 Security unless the Lenders are at the same time enforcing the Security for the Loan Obligations. However, the Derivative Obligations shall continue to be supported by the Security 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 Security 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 Security.
- 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 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, and the Available Proceeds (as defined in subsection 6.2.4(d)) in the case of Banker's Acceptances, 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, Bankers' Acceptances, 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 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 BA 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 and the Bankers' Acceptances accepted 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 Security 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, (iii) the release, in whole or in part, of any of the Security Documents (other than the Guarantees) or the Security constituted thereby, except as provided herein with respect to permitted Asset Dispositions (in Section 13.3) or as contemplated in Sections 9.3 and 13.1, or (iv) 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, any New Facility or the Finnvera Term 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 provided herein with respect to permitted Asset Dispositions or as contemplated in Sections 9.3 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 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 Finnvera 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 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:

- (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 Provisions for the Benefit of Lenders Only – Hypothecary Representative for Quebec Purposes

For the purposes of holding any security granted by the Borrower and the Guarantors pursuant to the laws of the Province of Québec (including the hypothecs referred to in subsection 9.1.3), whether it be to secure payment of any bond issued by the Borrower or a Guarantor or not, and without limiting the powers of the Agent hereunder or under the Security Documents, each of the Lenders hereby irrevocably appoints and authorizes the Agent to act as hypothecary representative of the Lenders (in such capacity, the “**Hypothecary Representative**”) as contemplated under Article 2692 of the Civil Code of Québec, and to enter into, to take and to hold on behalf of the Lenders, and for their benefit, any hypothec, and to exercise all powers and duties that are conferred upon the Hypothecary Representative under any hypothec. Each Assignee shall be deemed to have confirmed and ratified the appointment of the Agent as the Hypothecary Representative by execution of the relevant Assignment and Assumption Agreement. The Hypothecary Representative shall (i) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any hypothec, applicable laws or otherwise, and (ii) benefit from and be subject to all provisions hereof with respect to the Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders.

With respect to any security granted by the Borrower or any Guarantor in favour of the Agent, acting as the person holding the power of attorney (fondé de pouvoir) of the Lenders for all purposes of the former Article 2692 of the Civil Code of Québec, under any security document governed by the laws of the province of Québec (including as security for the payment of the Debentures), the parties acknowledge and agree that the provisions of the first paragraph of this Section 18.16 apply *mutatis mutandis* to the Agent’s authority and capacity under such security document as if “person holding the power of attorney (fondé de pouvoir)” had the same meaning as “hypothecary representative”.

18.17 Defaulting Lenders

- 18.17.1 Notwithstanding any other provision of this Agreement, if any Lender becomes a Defaulting Lender, then the provisions of this Section 18.17 shall apply until the Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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.
- 18.17.2 Any Standby Fee shall cease to accrue on the Defaulting Lender’s unadvanced portion of any Advance.
- 18.17.3 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
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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, any New Facility or the Finnvera Term 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.

- 18.17.4 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.
- 18.17.5 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 18.17.4, then the other Lenders shall be entitled to receive any LC Fee that would otherwise have been payable to the Defaulting Lender.
- 18.17.6 The Agent (or in the case of a Defaulting Lender under the Finnvera Term Facility, the Finnvera Facility 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.

18.18 **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 and 18.16 shall be applicable as between the Borrower, the Guarantors (if applicable) and the Agent.

18.19 Resignation of Agent

- 18.19.1 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.
- 18.19.2 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.
- 18.19.3 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.

18.20 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, and that all Security shall continue to apply to this Credit Agreement, as amended and restated by these presents, and all other obligations secured thereby.

18.21 Erroneous Payments

- 18.21.1 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 18.21.2) 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
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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 18.21.1 shall be conclusive, absent manifest error.

- 18.21.2 Without limiting subsection 18.21.1, 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, 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 18.21.2, 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 18.21.2), in each case, with respect to such payment, prepayment or repayment; and
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(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 18.21.2.

18.21.3 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 18.21.1 or under the indemnification provisions of this Agreement.

18.21.4 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 18.21.1, 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**”).

- 18.21.5 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.
- 18.21.6 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
- 18.21.7 Each party’s obligations, agreements and waivers under this Section 18.21 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
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discharge of all Loan Obligations (or any portion thereof) under any Loan Document.

19. CERTAIN PROVISIONS RELATING TO THE FINNVERA TERM FACILITY

19.1 Application of Article 18

The provisions of Article 18 shall apply to the Finnvera Facility Lenders and the Finnvera Term Facility except to the extent modified in Section 11 of Schedule "P".

19.2 Notice by Agent to the Finnvera Facility Agent

The Agent shall have no obligation to forward a copy of any report, notice or other document to the Finnvera Facility Lenders. The Agent shall instead forward such items to the Finnvera Facility Agent for distribution to the Finnvera Facility Lenders.

19.3 Confirmation of Sharing

For greater certainty, the sharing among the Lenders contemplated by Section 18.8 includes all of the Lenders including the Finnvera Facility Lenders.

20. FORMAL DATE

20.1 Formal Date

For the purposes of convenience, this Amended and Restated Agreement may be referred to as bearing the Formal Date of June 16, 2015 notwithstanding its actual date of signature.

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: _____

Per: _____

Address:
612 St-Jacques Street
18th floor Montreal, Quebec
H3C 4M8

Attention: Vice President and Treasurer

Telephone: (514) 380-7414

Fax: (514) 380-1983

ROYAL BANK OF CANADA, as Agent

Per: _____

Per: _____

Address:

~~20 King~~ [155 Wellington](#) Street West, ~~4th~~ [8th](#) Floor

Toronto, Ontario;

~~M5H 1C4~~ [M5V 3K7](#)

Attention: Manager, Agency ~~Services Group~~

Fax: 416-842-4023

[Email: rbcmagnt@rbccm.com](mailto:rbcmagnt@rbccm.com)

**THE LENDERS, SIGNING AS REVOLVING FACILITY
LENDERS:**

ROYAL BANK OF CANADA

Per: _____

Per: _____

Address:
1 Place Ville Marie
Suite 400
Montreal, Quebec
H3B 4R8

Attention: Pierre Bouffard

Telephone: 514-878-7117
Fax: 514-874-1349
Email: pierre.bouffard@rbccm.com

NATIONAL BANK OF CANADA

Per: _____

Per: _____

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



BANK OF AMERICA, N.A., CANADA BRANCH

Per: _____

Per: _____

Address:
181 Bay Street
Toronto, Ontario
M5J 2V8

Attention: Peter Vanderhorst, Director

Telephone: 617-434-0164
Fax: 980-233-7788
Email: peter.vanderhorst@baml.com

THE BANK OF NOVA SCOTIA

Per: _____

Per: _____

Address:
Scotia Plaza
40 King St. West
Toronto, Ontario
M5W 2X6

Attention: Rob King

Telephone: 416-933-1873
Fax: 416-866-2010
Email: rob.king@scotiabank.com

THE TORONTO-DOMINION BANK

Per: _____

Per: _____

Address:
1 Place Ville-Marie, suite 2315
Montreal, Quebec
H3B 3M5

Attention: Mel Saklatvala / Serge Cloutier

Telephone: 514-289-0672 / 514-289-1689
Fax: 514-289-0788
Email: mel.saklatvala@tdsecurities.com / serge.cloutier@tdsecurities.com

BANK OF MONTREAL

Per: _____

Per: _____

Address:
234 Simcoe Street
3rd Floor
Toronto, Ontario
M5T 1T4

Attention: Frank Albernaz

Telephone: 416-598-6775
Fax: 416-598-6230
Email: Frank.albernaz@bmo.com



FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: _____

Per: _____

Address:
1170 Peel Street
Suite 300
Montreal, Quebec
H3B 0A9

Attention: Geneviève Baillargeon

Telephone: 514-985-1862
Fax: 514-214-9255
Email: genevieve.baillargeon@desjardins.com

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____

Per: _____

Address:
161 Bay Street
8th Floor
Toronto, Ontario
M5J 2S8

Attention: Anissa Rabia-Zerebi

Telephone: 514-847-6449
Email: anissa.rabia-zerebi@cibc.ca

HSBC BANK CANADA

Per: _____

Per: _____

Address:
300-2001 McGill College
Montreal, Quebec
H3A 1G1

Attention: Annie Houle, Global Relationship Manager and Director

Telephone: 514-286-4567
Fax: 514-285-8637
Email: Annie_Houle@hsbc.ca

JPMORGAN CHASE BANK, N.A.

Per: _____

Per: _____

Address:
66 Wellington Street West.
Suite 4500
Toronto, Ontario
M5K 1E7

Attention: Jeffrey S. Coleman, Executive Director

Telephone: (416) 981-9200
Fax: (416) 981-9278
Email: jeffrey.s.coleman@jpmorgan.com

MUFG Bank, Ltd., Canada Branch

Per: _____

Per: _____

Address:
Royal Bank Plaza, South Tower
200 Bay Street, Suite 1800
Toronto, Ontario
M5J 2J1, Canada

Attention: Jack Shuai, Director

Telephone: 647-291-1308
Fax: 416-365-0398
Email: jshuai@ca.mufg.jp



CITIBANK, N.A., CANADIAN BRANCH

Per: _____

Per: _____

Address:
123 Front Street West
Toronto, Ontario
M5J 2M3

Attention: Azita Taravati, Managing Director

Telephone: 514-393-7506
Email: Azita.taravati@citi.com

LAURENTIAN BANK OF CANADA

Per: _____

Per: _____

Address:

1360, boul. René-Lévesque Ouest, bureau 600

Montréal (Québec)

H3G 0E5

Attention: Olivier Ferland-Charest

Telephone: 514-347-7204

Email: olivier.ferland-charess@banquelaurentienne.ca

HSBC BANK PLC, as Finnvera Facility Agent

Per: _____

Credit Matters

Address:
Level 2, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Mike Bonnici

Telephone: +44 (0) 20 7991 6256
Fax: +44 (0) 20 7992 4428
E-mail: mike.bonnici@hsbcib.com
Reference: FC 1311

Operational Matters

Address:
Level 27, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Pete Fassam

Telephone: +44 (0) 20 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: peter.a.fassam@hsbc.com
Reference: FC 1311

-and-

Attention: David Wilson

Telephone: +44 (0) 7992 2569
Fax: +44 (0) 20 7992 4428
E-mail: David.a.wilson@hsbcib.com
Reference: FC 1311

THE FINNVERA TERM FACILITY LENDERS:

HSBC BANK PLC

Per: _____

Credit Matters

Address:
Level 2, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Robert Hossack

Telephone: +44 (0) 20 7992 2571
Fax: +44 (0) 20 7991 4347
E-mail: robert.ihossack@hsbcib.com
Reference: FC 1311

Operational Matters

Address:
Level 27, 8 Canada Square
Canary Wharf
London, E14 5HQ
United Kingdom

Attention: Pete Fassam

Telephone: +44 (0) 20 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: peter.a.fassam@hsbc.com
Reference: FC 1311

-and-

Attention: David Wilson

Telephone: +44 (0) 7991 2447
Fax: +44 (0) 20 7992 4428
E-mail: david.a.wilson@hsbcib.com
Reference: FC 1311

THE TORONTO-DOMINION BANK

Per: _____

Per: _____

Credit Matters

Address:
The Toronto-Dominion Bank
77 King Street West
Royal Trust Tower, 19th Floor
Toronto, Ontario
M5K 1A2

Attention: Sumit Paliwal

Telephone: (416) 983-2803
Fax: (416) 982-7838
E-mail: sumit.paliwal@tdsecurities.com

Operational Matters

Address:
TD Securities
Global Trade Finance
500 St-Jacques Street, 8th Floor
Montreal, Quebec H2Y 1S1

Attention: Caroline Danneau

Telephone: (514) 289-0251
Fax: (514) 289-1469
E-mail: caroline.danneau@tdsecurities.com

SUMITOMO MITSUI BANKING CORPORATION OF CANADA

Per: _____

Per: _____

Credit Matters

Address:
Ernst & Young Tower, TD Centre
Suite 1400,Box 172
222 Bay St.
Toronto, Ontario M5K 1H6

Attention: Elwood Langley, Senior Vice President

Telephone: (416) 214-3606
Fax: (416) 367-3565
E-mail: elwood_langley@smbcgroup.com

-or-

Attention: Ming Chang, Vice President
Telephone: (416) 368-4178
Fax: (416) 367-3565
E-mail: Ming_Chang@smbcgroup.com

Operational Matters

Address:
Ernst & Young Tower, TD Centre
Suite 1400,Box 172
222 Bay St.
Toronto, Ontario M5K 1H6

Attention: Heather Nakamura, Manager

Telephone: (416) 214-3607
Fax: (416) 367-3565
E-mail: heather_nakamura@smbcgroup.com

-or-

Attention: Andrew Yiu, Vice President
Telephone: (416) 368-7570
Fax: (416) 367-3565
E-mail: andrew_yiu@smbcgroup.com

Intervention by the Guarantors as at the Third Amendment Closing Date

The undersigned acknowledge having taken cognizance of the provisions of the foregoing Amended and Restated Credit Agreement and agree that the Guarantees and Security executed by them (A) remain enforceable against them in accordance with their terms, and (B) continue to guarantee or secure, as applicable, all of the obligations of the Persons specified in such Guarantees and Security Documents in connection with the Credit Agreement as defined above, without any limitations:

9293-6707 QUÉBEC INC.

Per: _____

9227-2590 QUÉBEC INC.

Per: _____

9230-7677 QUÉBEC INC.

Per: _____

8487782 CANADA INC.

Per: _____

**VIDEOTRON L.P., represented by its general partner
9230-7677 QUÉBEC INC.**

Per: _____

VIDEOTRON G.P.

Per: _____

VIDÉOTRON INFRASTRUCTURES INC.

Per: _____

**4DEGRÉS COLOCATION INC. /
4DEGREES COLOCATION INC.**

Per: _____

SCHEDULE "A" - LIST OF LENDERS AND COMMITMENTS

The Revolving Facility

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]
Citibank, N.A., Canadian Branch	[Redacted]	[Redacted]
Laurentian Bank of Canada	[Redacted]	[Redacted]
Total	\$2,000,000,000	100%

The Term Facility

NAME OF LENDER	TERM FACILITY TRANCHE A	TERM FACILITY TRANCHE B	TERM FACILITY TRANCHE C	TOTAL COMMITMENT	Commitment Percentage
ROYAL BANK OF CANADA	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
NATIONAL BANK OF CANADA	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
THE TORONTO DOMINION BANK	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
THE BANK OF NOVA SCOTIA	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
BANK OF MONTREAL	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
BANK OF AMERICA, N.A., CANADA BRANCH	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
JPMORGAN CHASE BANK, N.A.	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
CANADIAN IMPERIAL BANK OF COMMERCE	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
MUFG BANK, LTD., CANADA BRANCH	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
TOTAL	\$700,000,000	\$700,000,000	\$700,000,000	\$2,100,000,000	100%

The Finnvera Term Facility

The Finnvera Term Facility has been repaid in full and cancelled. As such, there are currently no Commitments under the Finnvera Term Facility

Lender	Commitment (\$)	Commitment (%)
Total		

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 June 16, 2015, and as same may have been further amended (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:**

- (a) **Date of Advance:** _____
- (b) **Amount of Advance:** _____
- (c) **Currency of Advance (\$ or US\$):** _____
- (d) **Type of Advance:** _____
- (e) **Designated Period(s) (if any):** _____
- (f) **Maturity Date(s) (if applicable):** _____
- (g) **Payment Instruction (if any):** _____

OR

[We hereby request Advances under the Term Facility of the Credit Agreement as follows:

Term Facility Tranche A

- (a) **Date of Advance:** _____
- (b) **Amount of Advance:** _____
- (c) **Currency of Advance (\$ or US\$):** _____
- (d) **Type of Advance:** _____
- (e) **Designated Period(s) (if any):** _____
- (f) **Maturity Date(s) (if applicable):** _____
- (g) **Payment Instruction (if any):** _____

Term Facility Tranche B

- (h) **Date of Advance:** _____
- (i) **Amount of Advance:** _____
- (j) **Currency of Advance (\$ or US\$):** _____
- (k) **Type of Advance:** _____
- (l) **Designated Period(s) (if any):** _____
- (m) **Maturity Date(s) (if applicable):** _____
- (n) **Payment Instruction (if any):** _____

Term Facility Tranche C



- (o) **Date of Advance:** _____
- (p) **Amount of Advance:** _____
- (q) **Currency of Advance (\$ or US\$):** _____
- (r) **Type of Advance:** _____
- (s) **Designated Period(s) (if any):** _____
- (t) **Maturity Date(s) (if applicable):** _____
- (u) **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.¹

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) ~~All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement together with all of the conditions precedent to an Advance and all other terms and conditions contained in the Credit Agreement have been fully complied with. nothing has occurred since March 31, 2011 which would constitute a Material Adverse Change.~~

(c) 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 June 16, 2015 entered into among VIDÉOTRON LTÉE and, *inter alia*, Royal Bank of Canada as Agent (as amended and restated and in effect on the date hereof, 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 if in respect of the Term Facility, specify under which Term Facility Tranches 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 \$_____ (and if in respect of the Term Facility, specify maximum amount of each Term Facility Tranche).]

Yours truly,

VIDÉOTRON LTÉE

Per: _____

Title: _____

SCHEDULE "B-2" - - INTENTIONALLY DELETED

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. The Assignee acknowledges and accepts that the Assignee and the Agent are solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors to each of them under the Credit Agreement and the Derivative Instruments as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*.

1. Assignor:

2. Assignee:

[and is an Affiliate/Approved Fund of [identify Lender] ²]

3. Borrower: **VIDÉOTRON LTÉE**

² Select as applicable.

4. Agent: **ROYAL BANK OF CANADA**, as the administrative agent under the Credit Agreement
5. Credit Agreement: [The Amended and Restated Credit Agreement dated as of June 16, 2015 among **VIDÉOTRON LTÉE**, the Lenders parties thereto, **ROYAL BANK OF CANADA**, as Agent, and the other agents parties thereto (as amended and restated and in effect on the date hereof)]
6. Assigned Interest:

Facility Assigned - [Revolving Facility/Term Facility/[New Facility]]	Aggregate Amount of Commitment/Loan Obligations for all Lenders ³	Amount of Commitment/Loan Obligations Assigned ³	Percentage Assigned of Commitment/Loan Obligations ⁴	CUSIP Number

7. [Trade Date:] ⁵

³ Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

⁴ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

⁵ 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:] ⁶

ROYAL BANK OF CANADA, as Issuing Lender

By: _____
Title:

VIDÉOTRON LTÉE

By: _____
Title:

⁶ 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.

[]⁷STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION1. 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 12.15 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.

⁷ 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.

Company Level	Deal Specific	Facility Specific
Issuer Name	Currency/Amount	Currency/Amount
Location	Date	Type
SIC (Cdn)	Purpose	Purpose
Identification Number(s)	Sponsor	Tenor
Revenue	Financial Covenants	Term Out Option
	Target Company	Expiration Date
*Measurement of Risk	Assignment Language	Facility Signing Date
S&P Sr. Debt	Law Firms	Pricing
		Base
S&P Issuer	MAC Clause	Rate(s)/Spread(s)/BA/LIBOR
Moody's Sr. Debt	Springing lien	Initial Pricing Level
Moody's Issuer	Cash Dominion	Pricing Grid (tied to, levels)
Fitch Sr. Debt	Mandatory Prepays	Grid Effective Date
Fitch Issuer	Restrict'd Payments (Neg Covs)	Fees
S&P Implied	Other Restrictions	Participation Fee (tiered also)
(internal assessment)		Commitment Fee
DBRS		
Other Ratings		Annual Fee
*Industry Classification		Utilization Fee
Moody's Industry		LC Fee(s)
S&P Industry		BA Fee
Parent		Prepayment Fee
Financial Ratios		Other Fees to Market
		Security
		Secured/Unsecured
		Collateral and Seniority of Claim
		Collateral Value
		Guarantors
		Lenders Names/Titles
		Lender Commitment (\$)
		Committed/Uncommitted
		Distribution method
		Amortization Schedule
		Borrowing Base/Advance Rates
		New Money Amount
		Country of Syndication
		Facility Rating (Loss given default)
		S&P Bank Loan
		Moody's Bank Loan
		Fitch Bank Loan
		DBRS
		Other Ratings

* These items would be considered useful to capture from an analytical perspective

SCHEDULE “D” – FORM OF GUARANTEE

GUARANTEE entered into in the City of Montreal, Quebec as of ●, 20●.

BY: ●, a corporation governed by the ●, having its head office at ● (the “**Guarantor**”);

IN FAVOUR OF: **ROYAL BANK OF CANADA**, a bank governed by the Bank Act (Canada), acting for itself and as Agent and solidary creditor for each present and future Lender under the Credit Agreement hereinafter described (the “**Agent**”)

WHEREAS pursuant to an Amended and Restated Credit Agreement dated as of June 16, 2015, among, inter alia, Vidéotron Ltée, as borrower (the “**Borrower**”), the financial institutions that may become parties thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent (as same may be amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Credit Agreement**”), the Guarantor is to provide the Agent with a guarantee of all of the obligations of the Borrower under the Credit Agreement, the Derivative Instruments entered into with Lenders and the Security Documents (each as defined in the Credit Agreement);

WHEREAS pursuant to subsection 18.1.2 of the Credit Agreement, the Agent and each Lender are conferred the legal status of solidary creditors of the Borrower and the Guarantors (as defined in the Credit Agreement) in respect of all amounts, liabilities and other obligations owed by the Borrower and the Guarantors (as so defined) to each of them under the Credit Agreement, the Derivative Instruments entered into with Lenders and under the Security Documents, the whole in accordance with Article 1541 of the Civil Code of Québec (the “**CCQ**”);

WHEREAS pursuant to subsection 18.1.1 of the Credit Agreement, the Agent has been granted the authority to hold any and all Security under the Credit Agreement;

NOW THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. GUARANTEE

1.1 Guarantee

For valuable consideration, the Guarantor hereby solidarily (jointly and severally) with the Borrower and each of the Other Guarantors, as defined in Section 2.1, guarantees to the Agent and each Lender, as solidary creditors of the Guarantor’s obligations hereunder, forthwith after demand therefor made in accordance with the provisions of the Credit Agreement, due and punctual payment of all present and future debts and liabilities, and the performance of all 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 (including under the Swing Line Loans), the Derivative Instruments entered into with Lenders and the Security Documents (such

obligations as amended, amended and restated, modified, supplemented or renewed, collectively, the “**Guaranteed Obligations**”). The Guarantor expressly renounces to the benefits of division and discussion. The obligation undertaken by the Guarantor pursuant to this Section 1.1 is hereinafter referred to as the “**Guarantee**”.

1.2 Guarantee Absolute

The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:

- (a) any lack of validity or enforceability of any of the Guaranteed Obligations; any change in the time, manner or place of payment of the Guaranteed Obligations; or the failure on the part of the Borrower or any of the Other Guarantors to carry out any of the Guaranteed 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 Guaranteed Obligations.

1.3 Recovery as Principal Debtor

Any amount which may not be recoverable from the Guarantor by the Agent on the basis of a guarantee shall be recoverable by the Agent from the 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 the 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 or the other Guarantors within the meaning of the Credit Agreement (the “**Other Guarantors**”) or any of them to the Agent or the Lenders or any of them, or any security therefor including any loss of or in respect of any security received by the Agent or the Lenders or any of them from the Borrower, the Other Guarantors or any other Person. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor’s liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Agent and the Lenders may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower or the Other Guarantors;
- (b) take or abstain from taking or enforcing securities or collateral from the Borrower or the Other Guarantors or from perfecting securities or collateral of the Borrower or the Other Guarantors;
- (c) accept compromises from the Borrower or the Other Guarantors;
- (d) subject to the applicable provisions of the Credit Agreement, apply all money at any time owing from the Borrower or the Other Guarantors or from any collateral security to such part of the Guaranteed 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 the Guarantor 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 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
- (e) otherwise deal with the all other Persons and securities 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, the Other Guarantors, any other Person or any securities or collateral they may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.3 Accounts Binding upon the Guarantor

Any account settled or stated in writing by or between the Agent and the Borrower shall be accepted by the Guarantor 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 the Guarantor, the Guarantor may not assert any set-off or counterclaim that the Guarantor or any of the Other Guarantors may have against the Agent and the Lenders or any of them. In particular, any loss of or in respect of any securities received by the Agent and the Lenders or any of them from the Borrower or any other Person, and the failure to perfect any mortgage, hypothec, prior claim or security interest of any nature whatsoever, whether occasioned through the fault or negligence of the Agent and the Lenders or any of them or otherwise, shall not discharge, limit or lessen the liability of the Guarantor under this agreement.

3. CONTINUING GUARANTEE

The Guarantee shall be a continuing guarantee of the Guaranteed Obligations and shall apply to and secure all Guaranteed 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 Guaranteed 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 Other 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 Guaranteed Obligations for all purposes hereunder. The Guarantor hereby expressly waives the provisions of Articles 2353, 2362 and 2366 of the CCQ.

4. RIGHT TO PAYMENTS

Should the Agent and the Lenders or any of them receive from the Guarantor one or more payments on account of its liability under the Guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the 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 the 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 Guarantor, 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 the 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 Guarantor 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 the Guarantor fails to perform its obligations under parts (b) or (c) of the preceding sentence, the 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, the Guarantor hereby irrevocably postpones any claim or other rights that it may now or hereafter acquire against the Borrower or the Other Guarantors, or any of them, that arise from the existence, payment, performance or enforcement of the 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, or any collateral securing any obligation of the Borrower or the Other Guarantors, or any of them, whether or not such claim, remedy or right arises under contract, including, without limitation, the right to take or receive from the Borrower 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 Guaranteed 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 the Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of the Guaranteed Obligations and all other amounts payable under this agreement, such amount shall be held by the 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 Guaranteed Obligations and all other amounts payable under this agreement.

7. GENERAL

7.1 Representations and Warranties

The 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 the Guarantor and to be and remain in effect at all times).

7.2 Covenants

The Guarantor reiterates the covenants made in the Credit Agreement on its behalf by the Borrower (which are hereby deemed to have been made by the Guarantor).

7.3 Payment of Guaranteed Obligations, Fees and Costs

The 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.

7.4 Currency

- (a) Each payment to be made under the Guarantee will be made in the currency in which the relevant Secured Obligation is payable (the "**Specified Currency**"). To the fullest extent permitted by applicable law, any obligation of the 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 Guarantor 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 Guarantor 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 7.4 constitute separate and independent obligations of the 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 7.4, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.
-

7.5 Discharge

The 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.

7.6 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 the Guarantor, to its address indicated above and otherwise in accordance with the relevant provisions of the Credit Agreement.

7.7 Entire Agreement

Save as provided in Section 7.11, this agreement constitutes the entire agreement between the Guarantor, 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, the Other Guarantors or any of them to the Guarantor, and possession of this agreement by the Agent shall be conclusive evidence against the 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.

7.8 Amendments and Waivers

No amendment to this agreement will be valid or binding unless set forth in writing and duly executed by the 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.

7.9 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, the Guarantor hereby waives any provision of any Laws which renders any provision hereof prohibited or unenforceable in any respect.

7.10 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 executed by the Guarantor.

7.11 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.

7.12 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.

7.13 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 the Guarantor and its successors.

7.14 Authority of Agent

The 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.

7.15 Language

The Guarantor acknowledges that it has 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. *Le soussigné reconnaît avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et poursuites judiciaires intentées relativement ou à la suite de la présente convention, que ce soit directement ou indirectement.*

7.16 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this agreement.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on the date and at the place first hereinabove mentioned.

•

Per: _____

Name: •

Title: •

ACCEPTED AND AGREED as of this ____ day of _____:

ROYAL BANK OF CANADA,
in its aforementioned capacities

Per: _____

SCHEDULE “E” – FORM OF SHARE PLEDGE

[NOTE: If Videotron Ltd. is the party granting the pledge of shares, the form needs to be amended accordingly to remove any references to a guarantee]

DEED OF MOVABLE HYPOTHEC WITH DELIVERY granted in Montreal as of this ● day of ●

BY: ●, a company governed by the laws of ● (hereinafter called the “**Grantor**”)

IN FAVOUR OF: **ROYAL BANK OF CANADA**, a bank governed by the Bank Act (Canada), acting for itself and as Agent and solidary creditor for each present and future Lender under the Credit Agreement hereafter described (the “**Creditor**”)

WHEREAS pursuant to the Amended and Restated Credit Agreement dated as of June 16, 2015, among, inter alia, Vidéotron Ltée, as borrower (the “**Borrower**”), the financial institutions that may become parties thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent (as same may be amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Credit Agreement**”), the Grantor shall provide a pledge in favour of the Creditor of all shares and units it owns in its Subsidiaries, including ● (“●”);

WHEREAS pursuant to the Credit Agreement, the Grantor executed in favour of the Creditor a guarantee dated as of ● (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Guarantee**”);

WHEREAS pursuant to subsection 18.1.2 of the Credit Agreement, the Creditor and each Lender are conferred the legal status of solidary creditors of the Grantor in respect of all rights, liabilities and other obligations owed by the Grantor to each of them, the whole in accordance with article 1541 of the *Civil Code of Quebec* (the “**Civil Code**”);

WHEREAS the Creditor, as solidary creditor for each of the Lenders, has been granted the authority to hold any and all Security in respect of the Credit Agreement;

WHEREAS the Grantor has agreed to grant a movable hypothec with delivery on certain property;

NOW THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Credit Agreement.

2. HYPOTHEC

As security for the Obligations, as defined in Section 5, the Grantor hereby hypothecates (the hypothec created hereby being hereinafter called the “**Hypothec**”) the Charged Property (as defined in Section 3) in favour of the Creditor, for a principal amount of \$1,587,000,000, plus an additional amount equal to twenty percent (20%) thereof to secure all costs, accessories and incidental expenses, the whole with interest from the date of this Deed at the rate of twenty-five percent (25%) per annum, calculated daily and compounded monthly, with interest on overdue interest calculated at the same rate and in the same manner.

3. DESCRIPTION OF CHARGED PROPERTY

The property charged by the Hypothec consists of the following securities (the “**Securities**”) owned by the Grantor and which are held by the Creditor or a third Person:

<i>Number of shares, bonds, or other instruments</i>	<i>Description of the Securities and names of debtors appearing on the instruments or notes</i>
•	shares/units of • registered in the name of the Grantor and evidenced by certificate •

together with the following present and future property, without limiting the charges, hypothecs and rights arising by operation of law:

- a) renewals, replacements and substitutions of, and additions to, the Securities, whether arising out of a purchase, redemption, conversion, cancellation or any other transformation of the Securities;
- b) the proceeds, fruits and revenues of the Securities, including (by way of example and without limitation) cash, bank accounts, notes, negotiable instruments, bills, commercial paper, securities, monies, goods, contract rights, and any other movable property, corporeal or incorporeal, received when any of the Securities is sold, exchanged, collected or otherwise disposed of;
- c) any right pertaining to the Securities; and
- d) any other property delivered at any time to the Creditor,

(collectively, the “**Charged Property**”).

4. ADDITIONAL PROVISIONS

4.1 Transfer into Creditor’s Name

The Grantor authorizes the Creditor, at any time following an Event of Default, to transfer any Charged Property or any part thereof into its own name or that of its nominee(s) in its capacity as hypothecary creditor so that the Creditor or its nominee(s) may appear as the sole registered owner thereof.

4.2 Voting, etc.

Until the occurrence of an Event of Default which has not been waived, the Grantor shall be entitled to vote any and all Securities and to give consents, waivers, or ratifications in respect thereof, provided that no vote shall be cast or any consent, waiver, or ratification given or any action taken which would violate or be inconsistent with any of the terms of the Credit Agreement or this Deed or any other instrument or agreement relating to the Obligations or which would have the effect of materially impairing the position and interests of the Creditor. All such rights of the Grantor to vote and give consents, waivers and ratifications shall cease in case an Event of Default shall occur which has not been waived whereupon the Creditor shall be entitled, without limiting its other rights and remedies hereunder, to vote all or any part of the Securities whether or not transferred into the Creditor's name and give all consents, waivers and ratifications in respect of the Securities and otherwise act with respect thereto as though it were the outright owner thereof.

4.3 Dividends and other Distributions

Subject to the applicable provisions of the Credit Agreement, if any and so long as an Event of Default has not occurred which has not been waived, the Grantor may collect all cash dividends payable in respect of the Securities, provided that all cash dividends payable in respect of the Securities which are determined by the Creditor, in its absolute discretion, to represent in whole or in part an extraordinary, liquidating or other distribution in return of capital, shall be paid to the Creditor and retained by it as part of the Charged Property.

4.4 Standard of Care

The Creditor shall have no obligation to protest any of the Charged Property, to take any steps to interrupt prescription, to protect the Charged Property against any depreciation or reduction in value, to make any productive use of the Charged Property, or to protect the Grantor against any loss relating in any way to the Charged Property. In addition, the Creditor shall not be obliged to vote with respect to any of the Charged Property in connection with any subscription, conversion or other right relating to the Charged Property, nor in connection with any other matters or proceedings relating to the Charged Property, except where the Creditor is specifically requested in writing to do so and is provided with an indemnity and security which the Creditor considers sufficient, acting reasonably, together with payment of a reasonable fee to be established by the Creditor.

Without prejudice to its other rights hereunder, the Creditor may, at its discretion, comply with all provisions of law with which the holder of any securities comprised within the Charged Property from time to time is required to comply.

5. SECURED OBLIGATIONS

The Hypothec shall secure the performance of all of the obligations of the Grantor to the Creditor (in its aforesaid capacities) arising under or in connection with the Guarantee and the Loan Documents to which it is a party, as from time to time heretofore or hereafter amended, supplemented, amended and restated or otherwise modified from time to time, and all of its obligations to the Creditor hereunder (collectively the "**Obligations**").

The Grantor shall be deemed to have once again obligated itself to perform any future obligation forming part of the Obligations in accordance with the provisions of Article 2797 of the Civil Code.

If the proceeds of realization of the Charged Property following an Event of Default are not sufficient to satisfy all Obligations, the Grantor acknowledges and agrees that the Grantor shall continue to be liable for any remaining Obligations and the Creditor shall remain entitled to full payment thereof.

6. REPRESENTATIONS AND WARRANTIES

The Grantor hereby reaffirms and renews the representations and warranties made by it in the Credit Agreement, and in addition represents and warrants as follows:

6.1 Shareholders' Agreement – Securities

There exists no restriction in the articles, other constating documents or in any agreement, including any shareholders' agreement, that is binding upon the Grantor regarding the assignment or transfer of the Securities which has not been complied with or waived, save and except the required consent of the management committee of ● with respect to the transfer of the Securities.

7. COVENANTS

The Grantor hereby reiterates the covenants made by it in the Credit Agreement and further covenants and agrees as follows:

7.1 Delivery

It shall immediately remit to the Creditor, or a Person designated by the Creditor, all of the Securities that it owns and shall immediately so remit any Charged Property which comes into the possession of the Grantor, together with any power of attorney, document and confirmation that the Creditor may reasonably request in order to transfer the Charged Property, at any time following an Event of Default, into the name of the Creditor or its nominee.

7.2 Payment of Legal Fees and Other Expenses

It shall:

- a) pay all costs and expenses related to the exercise of all rights created hereby. Such costs and expenses shall include all reasonable fees and expenses of consultants, mandataries or legal counsel retained in case of default; and
- b) reimburse the Creditor for all costs and expenses incurred by it for the purpose of carrying out the Grantor's obligations or of exercising its rights;

provided, however, that the obligations arising from this Section 7.2 shall not exceed 20% of the principal amount of the Hypothec.

7.3 Rank of Hypothec

The Hypothec shall always create a first ranking hypothec on the Charged Property (subject only to Permitted Charges).

8. EVENTS OF DEFAULT

The Grantor shall be in default hereunder upon the occurrence of an Event of Default (any such occurrence being referred to herein as an "Event of Default").

9. CREDITOR'S RECOURSES UPON AN EVENT OF DEFAULT

9.1 Surrender

The Grantor shall be deemed to have voluntarily surrendered the Charged Property to the Creditor if it has not opposed the Creditor's recourse within 20 days of its receipt of a prior notice of the exercise of hypothecary rights.

9.2 Additional Rights

In order to protect or to realize upon the Charged Property, the Creditor shall be free, at the Grantor's expense, at any time following an Event of Default which is continuing, to do any or all of the following:

- a) alienate or dispose of any Charged Property which may depreciate rapidly;
- b) perform any of the Grantor's obligations;
- c) exercise any right attached to the Charged Property;
- d) acquire the Charged Property.

The Creditor shall not be bound to exercise the same hypothecary rights against all of the Charged Property, and may exercise different rights against different types of Charged Property or even against different elements of the Charged Property which are of the same type.

9.3 Good Faith

The Creditor shall exercise its rights in good faith, in a reasonable manner, taking into account all circumstances, in order to attempt to reduce the obligations of the Grantor to the Creditor.

9.4 Relations with the Grantor and Others

The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, with other Persons and with the Charged Property as the Creditor may see fit without diminishing the liability of the Grantor and without prejudice to the Creditor's rights pursuant to this Deed.

9.5 No Security by Creditor

The Creditor shall not be bound to make an inventory, to take out insurance or to furnish any security of any nature whatsoever.

9.6 Special Provisions - Taking in Payment

If the Creditor elects to exercise its right to take in payment and the Grantor requires that the Creditor instead sell the Charged Property on which such right is exercised, the Grantor hereby acknowledges that the Creditor shall not be bound to abandon its action in taking in payment unless, prior to the expiry of the time period allocated for surrender, the Creditor:

- a) has been granted security satisfactory to it to ensure that the proceeds of sale of the Charged Property will be sufficient to enable the Creditor to be paid in full;
- b) has been reimbursed for all costs and expenses incurred in connection with this Deed, including all fees of consultants and legal counsel; and
- c) has been advanced the necessary sums for the sale of the Charged Property.

The Grantor further acknowledges that the Creditor alone is entitled to select the type of sale it may wish to conduct or have conducted.

9.7 Sale by the Creditor

Where the Creditor sells the Charged Property itself, it shall not be required to obtain any prior valuation by a third party. The Creditor may elect to sell the Charged Property with legal warranty given by the Grantor or with a complete or partial exclusion of such warranty.

10. MISCELLANEOUS

10.1 Hypothec Constitutes Additional Security

The Hypothec created hereby is in addition to and not in substitution or replacement for any other hypothec or security held by the Creditor.

10.2 Investment of Charged Property

The Creditor shall be free to invest any monies or instruments received or held by it in pursuance of this Deed or to deposit same in a non-interest bearing account without having to comply with any provisions of the Civil Code concerning the investment of the property of others.

10.3 Recourses Cumulative

The rights and recourses of the Creditor under this Deed are cumulative and do not exclude any other rights and recourses which the Creditor might have. No omission or delay on the part of the Creditor in the exercise of any right shall have the effect of operating as a waiver of such right. The partial or sole exercise of a right or power will not prevent the Creditor from exercising thereafter any other right or power.

10.4 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be of no effect 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.

10.5 Amendment

No amendment to this Deed will be valid or binding unless set forth in writing and duly executed by the Grantor and the Creditor, duly authorized by the Lenders in accordance with the provisions of the Credit Agreement. No waiver of any breach of any provision of this Deed will be effective or binding unless made in writing and signed by the Creditor, 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.

10.6 Delegation

The Creditor shall be free to delegate to any Person or Persons the exercise of its rights, actions or the performance of any covenant resulting from this Deed or law; in such case, the Creditor may supply such Person with any information it holds relating to the Grantor or to the Charged Property.

10.7 Performance by Creditor

At any time following the occurrence of an Event of Default and while same subsists, the Creditor shall be free to perform any of the Grantor's obligations under this Deed. It may then immediately request payment of any expense incurred in doing so, including interest on the Prime Rate Basis.

10.8 Creditor as Mandatary

The Creditor is hereby designated, effective upon the occurrence of an Event of Default and while same subsists, as the irrevocable mandatary of the Grantor with full powers of substitution for the purposes of Section 10.7 or for the purpose of carrying out any and all acts and executing any and all deeds, proxies or other documents which the Creditor may deem useful in order to exercise its rights or which the Grantor neglects or refuses to execute or to carry out.

10.9 Liability of Creditor

The Creditor shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. The Creditor shall not be responsible for any loss occasioned by its taking possession of Charged Property or enforcing the terms of this Deed, nor for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, nor for any act, default or misconduct of any agent, mandatary, broker, officer, employee or other Person acting for or on behalf of the Creditor. The Creditor shall be accountable only for such monies as it shall actually receive. The liability of the Creditor or, if applicable, the third party appointed to hold the Charged Property, shall be limited to exercising in regard to the Charged Property the same degree of care which it gives to similar property held at the same location.

10.10 Benefit of Agreement

The rights hereby conferred upon the Creditor shall benefit all of its successors, including any entity resulting from the merger of the Creditor with any other Person or Persons.

10.11 Notice

Any notice to the Grantor or the Creditor shall be delivered in the manner set forth in the Credit Agreement.

10.12 Understanding of Grantor

The Grantor hereby acknowledges having read this Deed and having received adequate explanations as to the nature and scope of its provisions and as to the obligations deriving therefrom.

10.13 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Province of Quebec.

10.14 Language

The parties acknowledge that they have required that the present Deed, as well as all documents, notices and legal proceedings executed, given or instituted pursuant or relating directly or indirectly hereto, be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du présent acte, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées à la suite de ou relativement à celui-ci, que ce soit directement ou indirectement.

SIGNED as of the date and at the place first hereinabove mentioned.

•
By: _____
Name: •
Title: •

ACCEPTED AND AGREED THIS ____ day of •, 20•.

ROYAL BANK OF CANADA, in its
aforementioned capacities

By: _____

SCHEDULE "F" - OFFICER'S CERTIFICATE

I, the undersigned, _____, solely in my capacity as _____ of Vidéotron Ltée (the "**Borrower**"), and not in my personal capacity, do hereby certify as follows:

- (a) I have taken cognizance of all the terms and conditions of the Amended and Restated Credit Agreement (the "**Credit Agreement**") dated as of July 20, 2011, entered into, *inter alia*, among the Borrower, Royal Bank of Canada, as Agent and Lender, and the Lenders party thereto, as well as of all contracts, agreements and deeds pertaining thereto; and
- (b) no Default or Event of Default has occurred nor exists thereunder; and
- (c) the corporate structure of the VL Group is as set out in the diagram attached to this certificate;
- (d) each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
- (e) all property to be charged by the Security Documents is located in the jurisdictions described in a schedule hereto.

All expressions referred to herein have the meanings ascribed to them in the Credit Agreement.

Executed at the City of Montreal, Province of Quebec this 20th day of July, 2011.

SCHEDULE "G" - INTENTIONALLY DELETED

SCHEDULE "H" – EXISTING DEBT FROM ADDITIONAL OFFERINGS, AT THE CLOSING DATE

<u>Description</u>	<u>Amount</u>
6 7/8% Senior Notes due 2014	US\$650,000,000
6 3/8% Senior Notes due 2015	US\$175,000,000
9 1/8% Senior Notes due 2018	US\$715,000,000
7 1/8% Senior Notes due 2020	Cdn.\$300,000,000
6 7/8% Senior Notes due 2021	Cdn.\$300,000,000

SCHEDULE "1" – PROPERTY OF THE VL GROUP

1. List of immovable properties owned by members of the VL Group:

(i) Vidéotron Ltée

– 200, rue Claire-Fontaine ouest	Alma	Québec
– Chemin Belter, Partie du lot 8C 5ième rang, (Buckingham)	Ange-Gardien	Québec
– 1015, Monseigneur de Laval	Baie Saint-Paul	Québec
– 367, rue de la Briquade	Blainville	Québec
– 113, rue Rivière	Bromont	Québec
– 42 rue Pelletier	Cabano	Québec
– 221 Boul. Springer	Chapais	Québec
– 385 rue Gagnon	Chibougamau	Québec
– 111 et 113 rue Vallilée	Chûte aux Outardes	Québec
– 306 Chemin Bellevue	Coaticook	Québec
– Anse to Norbert, Lot 47-1 du rang 5	Colombier	Québec
– 798 Chemin St-Jacques	Crabtree	Québec
– 1370, rue des Érables	Dolbeau-Mistassini	Québec
– 1650, rue Bernier	Drummondville	Québec
– 190 rue Edmonton, arrondissement Hull	Gatineau	Québec
– 407, Boul. Saint-René E	Gatineau	Québec
– 210, rue St-Urbain	Granby	Québec
– 27 rue Claude-Jodoin	Kirkland	Québec
– 60, rue Dassylva, Ptie du lot 169, Rang Ste-Mathilde	La Malbaie	Québec
– Chemin des loisirs, Lots 602-661	La Malbaie	Québec
– 88 avenue Bouchard est	La Pocatière	Québec
– 137, rue Millway	Lachute	Québec
– 202, route 170	L'Anse-Saint-Jean	Québec
– 122 - 124 , rue Olivier	Laurier-Station	Québec
– 1 rue de la Station	Laval	Québec
– 3665 rue Ste-Rose	Laval	Québec
– 223 route des Îles	Lévis	Québec
– 1072, Boul. Taschereau	Longueuil	Québec
– 3700 boul. Losch, Arrondissement St-Hubert	Longueuil	Québec
– 3750 rue Richelieu, Arrondissement St-Hubert	Longueuil	Québec
– 1880, boul. Industriel	Magog	Québec
– 31 rue Comeau	Maniwaki	Québec
– 397 Boul. St-Jean Baptiste	Mercier	Québec
– 61 2e Rang ouest, (Partie du lot 45A-54 du rang), Lac to la Croix	Métabetchouan	Québec
– Chemin du Sous-bois, Lot 160-P et 166-P	Mont St-Grégoire	Québec
– 207, rue Villeneuve	Mont-Laurier	Québec
– 1217 Notre-Dame Est	Montréal	Québec
– 14,165 rue Cherrier	Montréal	Québec
– 150, rue Beaubien ouest	Montréal	Québec
– 2155 Boul. Pie IX	Montréal	Québec
– 2835 boul. Pitfield, arrondissement Saint-Laurent	Montréal	Québec
– 4002 rue Ethel, arrondissement Verdun	Montréal	Québec
– 8100, rue Edison, arrondissement Anjou	Montréal	Québec
– 8101, boul. Métropolitain est, arrondissement Anjou	Montréal	Québec
– 4761, avenue Desjardins	Notre-Dame de la Doré	Québec
– 125, rue St-Jacques	Notre-Dame de Portneuf	Québec
– 103, rue Major	Papineauville	Québec
– 638 rue Principale	Pohenegamook	Québec
– 2125, rue Branly, arrondissement Ste-Foy	Québec	Québec

- 2200, rue Jean-Perrin	Québec	Québec
- Côte-Bédard, Lot 1338490	Québec	Québec
- 53 Montée Taillardat, rang 1, Lot 31-18-21	Ragueneau	Québec
- 432, rue Félix-Duclos, arrondissement Le Gardeur	Repentigny	Québec
- 166, 9ième avenue	Richmond	Québec
- 2830, rue Galt Ouest	Sherbrooke	Québec
- 254 chemin des Patriotes	Sorel	Québec
- 258 Chemin des Patriotes	Sorel	Québec
- 35 Route 277 (533 Rte Bégin)	St-Anselme	Québec
- Chemin Beaudoin, (Beebe)	Stanstead	Québec
- Côte Ste-Anne, Partie du lot 223-25	Ste-Anne-de-Beaupré	Québec
- Rang Taché est, lot 27-3 Rg A, Canton de Lafontaine	Ste-Perpétue	Québec
- 384, rue du Parc	St-Eustache	Québec
- 1183 rue Dufresne	St-Félicien	Québec
- 1258, boul. Sacré-Coeur	St-Félicien	Québec
- rue Landry, Lot 34-B6	St-Honoré	Québec
- 6995, rue Picard	St-Hyacinthe	Québec
- 969, Boul. St-Antoine	St-Jérôme	Québec
- Chemin de Desserte Sud	St-Louis de Blandford	Québec
- 4207, rue Bernard-Pilon	St-Mathieu de Beloeil	Québec
- 318 avenue Lajoie	St-Pascal de Kamouraska	Québec
- Rang 4 lot 12A-27	St-Paul-de-Montminy	Québec
- 150 rue St-David	St-Siméon	Québec
- 720, rang Brulé	St-Thomas	Québec
- 1540 chemin St-Charles, (Lachenaie)	Terrebonne	Québec
- 664 St-Désiré	Thetford Mines	Québec
- 144 rue St-Laurent, (Cap-de-la-Madeleine)	Trois-Rivières	Québec
- rue des Prairies, Lots 556-13, 556-14, (Cap-de-la-Madeleine)	Trois-Rivières	Québec
- Ptie lot 272-30	Varenes	Québec
- 2476, rue Henry-Ford	Vaudreuil, Dorion	Québec
- 2785 chemin St-Antoine	Vaudreuil, Dorion	Québec
- 290, rue Notre-Dame	Victoriaville	Québec
- 298 to 300 rue Notre-Dame	Victoriaville	Québec
- Lot 981-2	Waterloo	Québec
- The cable television networks and cable lines and systems including, without limiting the foregoing, the following land files opened at the Register of Public Service Networks and Immovables situated in the following registration divisions:		
- ARGENTEUIL	74-B-9	
	74-B-11	
	74-B-12	
	74-B-13	
	74-B-14	
	74-B-15	
	74-B-16	
	74-B-17	
- ARTHABASKA	34-B-179	
	34-B-180	
	34-B-181	
	34-B-199	
- BEAUCE	23-B-15 278	
- BEAUHARNOIS	70-B-9	

	70-B-10
	70-B-11
	70-B-12
	70-B-14 to 70-B-181
- BELLECHASSE	15-B-1
	15-B-3
	15-B-7
	15-B-8
	15-B-93 to 15-B-116
- BERTHIER	49-B-36
	49-B-37
	BROME
	38-B-1088
	38-B-1089
- CHAMBLY	56-B-116
	56-B-117
	56-B-125
- CHAMPLAIN	32-B-18
	32-B-19
- CHARLEVOIX NO. 1	11-B-18
	11-B-19
	11-B-23 to 11-B-190
- CHARLEVOIX NO. 2	12-B-13 to 12-B-120
- CHÂTEAUGUAY	69-B-10
	69-B-11
- CHICOUTIMI	94-B-164
	94-B-165
	94-B-167
	94-B-168
	94-B-18 637 to 94-B-18 744
- COATICOOK	59-B-497
	59-B-498
	59-B-499
	59-B-500
- COMPTON	25-B-1163
	25-B-1164
	25-B-1165
	25-B-1166
	25-B-1167
	25-B-1168
	25-B-1169
	25-B-1170
- DEUX-MONTAGNES	73-B-6
	73-B-8
	73-B-16
	73-B-17

	73-B-18
	73-B-19
- DORCHESTER	22-B-12
	22-B-53
	22-B-54
- DRUMMOND	41-B-9759
- GATINEAU	78-B-12
	78-B-13
	78-B-14
	78-B-15
	78-B-16
	78-B-17
	78-B-18
	78-B-19
- HULL	79-B-6
	79-B-7
- JOLIETTE	58-B-19
	58-B-20
- KAMOURASKA	10-B-8
	10-B-9
	10-B-12
	10-B-13
	10-B-14
	10-B-15
	10-B-16
	10-B-17
	10-B-18
	10-B-19
	10-B-344 to 10-B-391
- LABELLE	76-B-15
	76-B-16
- LAC-ST-JEAN-EST	93-B-953 to 93-B-1090
- LAC-ST-JEAN-OUEST	90-B-147
	90-B-148
	90-B-1 291 to 90-B-1 482
- LAPRAIRIE	66-B-1053
	66-B-1054
- L'ASSOMPTION	62-B-9
	62-B-10
	62-B-11
	62-B-12
	LAVAL
	64-B-6
	64-B-7
	64-B-8
	64-B-9

	LÉVIS
	21-B-127
	21-B-128
	21-B-669 to 21-B-824
- L'ISLET	13-B-13
	13-B-14
	13-B-15
	13-B-16
	13-B-17
	13-B-18
	13-B-19
	13-B-20
	13-B-21
	13-B-22
	13-B-23
	13-B-24
	13-B-109 to 13-B-132
- LOTBINIÈRE	28-B-1
	28-B-113
	28-B-117
	28-B-118
- MASKINONGÉ	47-B-17
- MISSISQUOI	54-B-1366
	54-B-1367
	54-B-1368
	54-B-1369
	54-B-1370
	54-B-1371
	54-B-1372
	54-B-1373
	54-B-1375
- MONTCALM	61-B-13
	61-B-16
	61-B-17
- MONTMAGNY	14-B-1
	14-B-4
	14-B-7
	14-B-8
	14-B-15
	14-B-16
	14-B-101 to 14-B-124
- MONTMORENCY	17-B-29
	17-B-42
	17-B-43
- MONTRÉAL	65-B-3246
	65-B-3247
	65-B-3248
	65-B-3249
	65-B-3250

- 65-B-3251
 - 65-B-3252
 - 65-B-3253
 - 65-B-3254
 - 65-B-3255
 - 65-B-3256
 - 65-B-3257

 - NICOLET (NICOLET 2) 46-B-238 and 46-B-239
46-B-226 to 46-B-237
46-B-240 to 46-B-261
46-B-370

 - PAPINEAU 75-B-15
75-B-16
75-B-17
75-B-18
75-B-19
75-B-20

 - PORTNEUF 29-B-41
29-B-42
29-B-43
29-B-44

 - QUÉBEC 20-B-120
20-B-126
20-B-127
20-B-128
20-B-129
20-B-226 to 20-B-357
20-B-10730 to 20-B-10969

 - RICHELIEU 50-B-4
50-B-6
50-B-7
50-B-8
50-B-9

 - RICHMOND 35-B-6
35-B-7
35-B-11
35-B-12
35-B-13
35-B-14

 - RIMOUSKI 07-B-8
07-B-20
07-B-42
07-B-335 to 07-B-406

 - ROUVILLE 52-B-121
52-B-122
52-B-123
52-B-124
52-B-125
52-B-126
-

- SAGUENAY
 - 97-B-41
 - 97-B-42
 - 97-B-43
 - 97-B-44
 - 97-B-45
 - 97-B-46
 - 97-B-47
 - 97-B-48

 - SAINT-HYACINTHE
 - 51-B-117
 - 51-B-124
 - 51-B-133
 - 51-B-134
 - 51-B-135
 - 51-B-136

 - SAINT-JEAN
 - 55-B-1135
 - 55-B-1136

 - SHAWINIGAN
 - 45-B-101

 - SHEFFORD
 - 39-B-256
 - 39-B-257
 - 39-B-258
 - 39-B-259
 - 39-B-260
 - 39-B-261

 - Sherbrooke
 - 36-B-1584
 - 36-B-1585
 - 36-B-1586
 - 36-B-1587
 - 36-B-1588
 - 36-B-1589
 - 36-B-1590
 - 36-B-1591
 - 36-B-1592
 - 36-B-1593
 - 36-B-1594
 - 36-B-1595
 - 36-B-1596
 - 36-B-1597
 - 36-B-1598
 - 36-B-1600
 - 36-B-1602

 - STANSTEAD
 - 37-B-10
 - 37-B-11

 - TÉMISCOUATA
 - 09-B-64
 - 09-B-65
 - 09-B-66
 - 09-B-67
 - 09-B-346 to 09-B-417

 - TERREBONNE
 - 63-B-25
-

- PAPINEAU 75-B-5 552
- QUÉBEC 20-B-12 400
20-B-12 405
- RICHMOND 35-B-5 931
- SHERBROOKE 36-B-8 994
- TERREBONNE 63-B-11 499
- VAUDREUIL 72-B-3 695

2. List of premises occupied by members of the VL Group

(i) Vidéotron Ltée

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(ii) 9230-7677 Québec Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(iii) Vidéotron S.E.C. / Videotron L.P.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(iv) 9227-2590 Québec Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

(v) Vidéotron S.E.N.C. / Videotron G.P.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8

- Leased sites for antennas in the Province of Québec

- | | | |
|--|-------------|---------|
| - 1405, Pentecostal Road | Cobourg | Ontario |
| - 3500, Ave Steeles | Markham | Ontario |
| - 3240, Rte Mavis | Mississauga | Ontario |
| - 6535, Blv. Millcreek | Mississauga | Ontario |
| - 861, Redwood Square | Mississauga | Ontario |
| - 1200 boul St-Laurent, (St-Laurent Shopping Centre) | Ottawa | Ontario |
| - 250, Albert Street | Ottawa | Ontario |
| - 403, Somerset Street | Ottawa | Ontario |
| - 100, King Street West | Toronto | Ontario |
| - 100, Wellington Street | Toronto | Ontario |
| - 101, Bloor Street | Toronto | Ontario |
| - 130, Adelaide St. West | Toronto | Ontario |
| - 130, King Street West | Toronto | Ontario |
| - 151, Front Street | Toronto | Ontario |
| - 161, Bay Street | Toronto | Ontario |

- 20 Bay Street	Toronto	Ontario
- 20/40 Dundas/595 Bay Street	Toronto	Ontario
- 200, Bay Street, North Tower Royal Bank Plaza	Toronto	Ontario
- 222, Bay Street	Toronto	Ontario
- 245, Consumers	Toronto	Ontario
- 25, Adelaide Street East	Toronto	Ontario
- 250, Yonge Street	Toronto	Ontario
- 320, Bay Street	Toronto	Ontario
- 333 King Street East	Toronto	Ontario
- 333, King East	Toronto	Ontario
- 4, Banigan Blvd.	Toronto	Ontario
- 4100 Yonge Street	Toronto	Ontario
- 438, University Street	Toronto	Ontario
- 60, Adelaide Street East	Toronto	Ontario
- 60, Bloor Street	Toronto	Ontario
- 66, Wellington St. West	Toronto	Ontario
- 777, Bay Street	Toronto	Ontario
- 95, Wellington Street	Toronto	Ontario
- 7999, boul. Galeries d'Anjou, Kiosque #Z-035, Les Galeries d'Anjou	Anjou	Québec
- 115 rue Principale	Aylmer	Québec
- 1011, rue Larue	Beauport	Québec
- 600, Sir Wilfrid Laurier, #K-9, (Mail Montenach)	Beloeil	Québec
- 650 chemin du Lac	Boucherville	Québec
- 2151, Boul. Lapinière	Brossard	Québec
- 6955, Boul. Taschereau	Brossard	Québec
- 9380, rue Leduc suite 45	Brossard	Québec
- 190 rue Fusey	Cap-de-la-Madeleine	Québec
- 1401, Boul. Talbot	Chicoutimi	Québec
- 21, rue Racine ouest	Chicoutimi	Québec
- 745, 43ième avenue, et 10,425 Côte de Liesse	Dorval	Québec
- 755 René-Lévesque, Kiosque #03060, Les Promenades Drummondville	Drummondville	Québec
- 1100, Boul. Maloney ouest	Gatineau	Québec
- 1160, boul. St-Joseph	Gatineau	Québec
- 171-A, rue Jean-Proulx, arrondissement Hull	Gatineau	Québec
- 320, Boul. St-Joseph	Gatineau	Québec
- 500, rue Gréber	Gatineau	Québec
- 40, rue Évangeline	Granby	Québec
- 619, rue Cowie	Granby	Québec
- 1075 Firestone, Magasin #1070	Joliette	Québec
- 1075, Boul Firestone	Joliette	Québec
- 480, rue St-Pierre	Joliette	Québec
- 175, (PDLN-PDLS)	Lac Jacques Cartier	Québec
- 7077, Newman	Lasalle	Québec
- 1600, boul. Le Corbusier, Local 117, Centre Laval	Laval	Québec
- 2205, rue Francis-Hugues	Laval	Québec
- 3003, Boul. Le Carrefour, Kiosque ZM09 & magasin A016	Laval	Québec
- 3665 boul. Ste-Rose	Laval	Québec
- 317, rue Marion	Legardeur	Québec
- 631 route 138, Longue Rive	Les Escoumins	Québec
- 1200 Alphonse-Desjardins, 3100, (Les Galeries Chagnon)	Lévis	Québec
- 6600, Boul. de la Rive-Sud	Lévis	Québec
- 1111 rue St-Charles O., local 130, 135 et 5e étage	Longueuil	Québec
- 80, rue St-Laurent	Longueuil	Québec

- 825, rue Saint-Laurent Ouest	Longueuil	Québec
- 2305, Chemin Rockland, Kiosque K135 & Entrepôt E281	Mont Royal	Québec
- 4480, rue Côte-de-Liesse	Mont Royal	Québec
- 1 Place Ville Marie	Montréal	Québec
- 1000, rue Gauchetière ouest	Montréal	Québec
- 1080, rue Beaver Hall	Montréal	Québec
- 1190-1192, Ste-Catherine ouest	Montréal	Québec
- 1205, rue Papineau	Montréal	Québec
- 1441, rue Carrié-Derick	Montréal	Québec
- 150, rue Beaubien ouest, Stationnement Home Depot	Montréal	Québec
- 1500, avenue Atwater, Plaza Alexis-Nihon	Montréal	Québec
- 1550, rue Metcalfe (1455 Peel)	Montréal	Québec
- 1755, Boul. René-Lévesque Est, Local 003	Montréal	Québec
- 1801 McGill College, 8e étage	Montréal	Québec
- 1981, rue McGill College	Montréal	Québec
- 2000, rue Berri	Montréal	Québec
- 2150 rue Moreau	Montréal	Québec
- 249, rue St-Antoine ouest	Montréal	Québec
- 3, Complexe-Desjardins, Espace N1-4, N2-23, E2-23,S2-3	Montréal	Québec
- 405, rue Ogilvy	Montréal	Québec
- 4050, Boul. Rosemont	Montréal	Québec
- 4201 Saint-Denis	Montréal	Québec
- 4220, de Rouen	Montréal	Québec
- 4500 rue Hochelaga	Montréal	Québec
- 4545, rue Frontenac	Montréal	Québec
- 5, Complexe Desjardins, Niveau Promenade	Montréal	Québec
- 500, rue René-Lévesque Ouest	Montréal	Québec
- 500, rue Sherbrooke Ouest	Montréal	Québec
- 5252, rue Maisonneuve ouest	Montréal	Québec
- 5800, rue St-Denis	Montréal	Québec
- 612 Saint-Jacques	Montréal	Québec
- 6528, rue Waverly	Montréal	Québec
- 6600 rue Saint-Urbain	Montréal	Québec
- 705, rue Ste-Catherine Ouest	Montréal	Québec
- 7275 rue Sherbrooke est	Montréal	Québec
- 7355, rue Coffée	Montréal	Québec
- 740, rue Notre-Dame Ouest	Montréal	Québec
- 800, de la Gauchetière ouest, Local #1160, Niveau 1, Place Bonaventure	Montréal	Québec
- 800, de la Gauchetière ouest, Local 1130, Niveau 1, Place Bonaventure	Montréal	Québec
- 8147 rue Sherbrooke	Montréal	Québec
- 888 rue de Maisonneuve	Montréal	Québec
- 2305 Chemin Rockland, Kiosque #K114	Mont-Royal	Québec
- KM 108, route 175	Parc des Laurentides	Québec
- KM 187, route 175	Parc des Laurentides	Québec
- 237, rue Hymus	Pointe-Claire	Québec
- 6801, route Trans-Canadienne	Pointe-Claire	Québec
- 1000, Ave Myrand, arrondissement Ste-Foy	Québec	Québec
- 1050 Lous-Alexandre-Taschereau, Adresse secondaire:, 1035, rue Chevrotière	Québec	Québec
- 150 René-Lévesque est	Québec	Québec
- 150, Boul. René Lévesque, Local 202	Québec	Québec
- 2700, Boulevard Laurier, arrondissement Ste-Foy	Québec	Québec
- 552, Wilfrid-Hamel	Québec	Québec

- Les Galeries de la Capitale, 5401, boul. des Galeries	Québec	Québec
- 100, Boul. Brien	Repentigny	Québec
- 288, rue Pierre-Saindon	Rimouski	Québec
- 15, rue de la Chute	Rivière-du-Loup	Québec
- 401, Boul. Labelle	Rosemère	Québec
- 3103 Boul. Royal, Plaza de la Mauricie, Kiosque #K4	Shawinigan	Québec
- 3330 rue King Ouest	Sherbrooke	Québec
- Carrefour de L'Estrie	Sherbrooke	Québec
- 262-274, boul. Fiset, Local 274	Sorel	Québec
- Les Promenades St-Bruno, 1, boul. des Promenades, Kiosque #Z-037	St-Bruno	Québec
- 3200, Boulevard Laframboise, Kiosque 5120, Galerie St-Hyacinthe	St-Hyacinthe	Québec
- 145, rue Latour	St-Jean sur Richelieu	Québec
- 420, Boul. Industriel	St-Jean sur Richelieu	Québec
- 600, rue Pierre-Caisse, Carrefour Richelieu, Local 00442	St-Jean sur Richelieu	Québec
- 900, boul. Grignon, (Carrefour du Nord)	St-Jérôme	Québec
- 3131, Boul. Côte Vertu	St-Laurent	Québec
- 3700, rue Griffith	St-Laurent	Québec
- 6315, Chemin Côte-de-Liesse	St-Laurent	Québec
- 3598, rue Bernard Pilon	St-Mathieu de Beloeil	Québec
- 840, rue de L'Église	St-Romuald	Québec
- 1185, boul. Moody, magasin 100, (Galeries de Terrebonne)	Terrebonne	Québec
- 1075, rue Champflour	Trois-Rivières	Québec
- Centre Commercial Les Rivières, 4225, Boul. des Forges, Kiosque #K87	Trois-Rivières	Québec
- 1000, rue St-Charles	Vaudreuil, Dorion	Québec
- 90, rue Charbonneau	Vaudreuil, Dorion	Québec
- 5, rue Commerce	Verdun	Québec

(vi) Videotron US Inc.

- Suite 1410, The Nemours Building, 1007 Orange Street, County of New Castle, Wilmington, Delaware, 19801, United States of America (Registered office)

(vii) Vidéotron Infrastructures Inc.

- 612 rue Saint-Jacques, Montréal Québec H3C4M8
- Leased sites for antennas in the Province of Québec

(viii) Le SuperClub Vidéotron Ltée

- 612 rue Saint-Jacques, Montréal Québec H3C4M8		
- 305, rue Sherbrooke Ouest	Montréal	Québec
- 4076, rue Wellington	Verdun	Québec
- 184 Scott Street	St. Catharines	Ontario
- 1040-1096 Princess St.	Kingston	Ontario
- 125 Stewart Blvd.	Brockville	Ontario
- Heritage Sq.,6 Speers Blvd.	Amherstview	Ontario
- 4245, rue Jean-Talon Est	Saint-Léonard	Québec
- 3101, rue Masson	Montréal	Québec
- 1747, rue Fleury Est	Montréal	Québec

- 180, boul. d'Anjou	Châteauguay	Québec
- 2930, ch. Chambly	Longueuil	Québec
- 1027, boul. St-Joseph	Drummondville	Québec
- 210, ch. d'Aylmer	Gatineau	Québec
- 2309, rue St-Hubert	Jonquière	Québec
- 12886, rue Sherbrooke Est	Pointe-aux-Trembles	Québec
- 2552, rue Beaubien Est	Montréal	Québec
- 66, boul. Jacques-Cartier Nord	Sherbrooke	Québec
- 2635, av. Van Horne	Montréal	Québec
- 5632, boul. Henri-Bourassa Est	Montréal-Nord	Québec
- 2033, rue Principale	Sainte-Julie	Québec
- 400, route 132, local 122	Saint-Constant	Québec
- 840, boul. de l'Ange-Gardien Nord	L'Assomption	Québec
- 690, ch. de St-Jean	La Prairie	Québec
- 4250, 1 ^{ère} avenue, local 40A	Charlesbourg	Québec
- 1300, boul. St-Jean Baptiste	Montréal	Québec
- 3730, rue Ontario Est	Montréal	Québec
- 426, rue Principale	Lachute	Québec
- 5645, boul. Grande-Allée	Brossard	Québec
- 5144, rue Frontenac	Lac-Mégantic	Québec
- 882, boul. des Seigneurs	Terrebonne	Québec
- 1205, rue de Neuville, local 103	Gatineau	Québec
- 50 Main Street East	Hawkesbury	Ontario
- 554, boul. St-Laurent,	Louiseville	Québec
- 3343, rue Jarry Est	Montréal	Québec
- 3759, ch. d'Oka	Saint-Joseph-du-Lac	Québec
- 9770, rue Lajeunesse	Montréal	Québec
- 346 North Front Street	Belleville	Ontario
- 1080 Adelaide Street N.	London	Ontario
- 1200 rue de la Faune	Québec	Québec
- 100, boul. Brien	Repentigny	Québec
- 2350, boul. Ste-Anne	Québec	Québec
- 2236 Boul. Des Laurentides	Vimont, Laval	Québec
- 3490, boul. des Forges	Trois-Rivières	Québec
- 523, boul. Curé-Labelle	Fabreville	Québec
- 1010, boul. King Est	Sherbrooke	Québec
- 97, rue St-Germain Ouest	Rimouski	Québec
- 9115, boul. de L'Ormière	Québec	Québec
- 4073, boul. Royal	Shawinigan	Québec
- 379, boul. Bois-Francis Sud	Victoriaville	Québec
- 1330, av. du Mont-Royal Est	Montréal	Québec
- 455, boul. de Mortagne	Boucherville	Québec
- 355, boul. Gréber	Gatineau	Québec
- 855, boul. René-Lévesque Ouest	Québec	Québec
- 1, rue Dufferin	Salaberry-de-Valleyfield	Québec
- 481, boul. des Laurentides	Saint-Jérôme	Québec
- 2190, av. Larue	Beauport	Québec
- 2600, boul. Casavant Ouest	Saint-Hyacinthe	Québec
- 10750, boul. Lacroix	Saint-Georges	Québec
- 7000, av. de la Plaza	Sorel-Tracy	Québec
- 2105, boul. Curé-Labelle	Chomedey, Laval	Québec
- 1000, rue Cours Le Corbusier	Boisbriand	Québec
- 961, boul. Talbot	Chicoutimi	Québec
- 199, boul. Labelle	Rosemère	Québec
- 5780, boul. Gouin Ouest	Montréal	Québec
- 150, boul. des Laurentides	Pont-Viau, Laval	Québec
- 999, rue Pie XI	Thetford Mines	Québec

- 1866, av. Industrielle	Val-Bélair	Québec
- 803A, boul. Curé-Labelle	Blainville	Québec
- 50, Route du Président Kennedy, Local 170	Lévis	Québec
- 8256, boul. Maurice-Duplessis	Montréal	Québec
- 8285, rue Notre-Dame Est	Montréal	Québec
- 8675, boul. Viau	Saint-Léonard	Québec
- 5965, rue de Verdun	Verdun	Québec
- 6112, rue Sherbrooke Ouest	Montréal	Québec
- 215, boul. Fiset	Sorel-Tracy	Québec
- 5852, boul. Léger	Montréal-Nord	Québec
- 965, boul. d'Auteuil	Duvernay, Laval	Québec
- 84, boul. Industriel	Repentigny	Québec
- 97, rue Principale Est	Farnham	Québec
- 2815, ch. des Quatre-Bourgeois	Sainte-Foy	Québec
- 1221, rue Charles-Albanel	Sainte-Foy	Québec
- 350, rue Beaudry Nord	Joliette	Québec
- 295, boul. Armand-Thériault	Rivière-du-Loup	Québec
- 6425, rue Beaubien Est	Montréal	Québec
- 19, rue Beausoleil	Saint-Gabriel-de-Brandon	Québec
- 465, boul. du Pont	Saint-Nicolas	Québec
- 1025, boul. Curé-Poirier Ouest	Longueuil	Québec
- 6072, rue Sherbrooke Est	Montréal	Québec
- 1135, rue Décarie	Saint-Laurent	Québec
- 2700, boul. des Promenades	Deux-Montagnes	Québec
- 511, boul. Royal	Malartic	Québec
- 1258, 3e avenue	Val-d'Or	Québec
- 25, boul. Don Quichotte	L'Île-Perrot	Québec
- 203, 7e Avenue	Dolbeau-Mistassini	Québec
- 4260, rue Ste-Catherine Est	Montréal	Québec
- 299, boul. Sir Wilfrid-Laurier	Saint-Lambert	Québec
- 1950, boul. Curé-Labelle	Saint-Jérôme	Québec
- 161, 1re Avenue Ouest	Amos	Québec
- 2619 boul. Louis XIV	Beauport	Québec
- 600, boul. Jacques-Bizard	L'Île-Bizard	Québec
- 1360, boul. Montarville	Saint-Bruno	Québec
- 468, rue St-Patrice Ouest	Magog	Québec
- 30, rue Morin	Sainte-Agathe-des-Monts	Québec
- 1149, boul. de Ste-Adèle	Sainte-Adèle	Québec
- 131 chemin du lac Millette, suite 101	Saint-Sauveur	Québec
- 824, boul. Thibeau	Trois-Rivières	Québec
- 585, av. St-Charles	Vaudreuil-Dorion	Québec
- 250, boul. Sir Wilfrid-Laurier	Beloil	Québec
- 5253, av. du Parc	Montréal	Québec
- 400, boul. du Séminaire Nord	St-Jean-sur-Richelieu	Québec
- 720, Montée Paiement	Gatineau	Québec
- 5178, ch. Queen Mary	Montréal	Québec
- 5245, boul. Cousineau	Saint-Hubert	Québec
- 2768, rue Laurier, CP 91	Rockland	Ontario
- 168, 25e Avenue	Saint-Eustache	Québec
- 354, boul. Arthur-Sauvé	Saint-Eustache	Québec
- 1450, boul. Père-Lelièvre	Dubéger	Québec
- 5333, boul. Laurier, local 100	Terebonne (La plaine)	Québec
- 241, boul. Samson	Sainte-Dorothée, Laval	Québec
- 437, rue du Pont	Mont-Laurier	Québec
- 1360, rue Notre-Dame	L'Ancienne-Lorette	Québec
- 2020, boul. René-Gaultier	Varenes	Québec
- 10A, boul. Georges-Gagné	Delson	Québec

- 407, rue de St-Jovite	Mont-Tremblant	Québec
- 912, rue Commerciale	Saint-Jean-Chrysostome	Québec
- 81, boul. Taché Ouest	Montmagny	Québec
- 85, av. Plante	Vanier	Québec
- 7579, boul. Newman	LaSalle	Québec
- 541, boul. Curé-Labelle	Chomedey, Laval	Québec
- 1770, av. de L'Église	Montréal	Québec
- 8465, boul. Henri-Bourassa	Charlesbourg	Québec
- 5000, rue Wellington	Verdun	Québec
- 3698, boul. Taschereau	Greenfield Park	Québec
- 9295, rue Sherbrooke Est	Montréal	Québec
- 535, rue Villeray	Montréal	Québec
- 1264, rue Jean-Talon Est	Montréal	Québec
- 477A Boul. Ste-Anne	Sainte-Anne-des-Plaines	Québec
- 5760, boul. Jean XXIII	Trois-Rivières	Québec
- 1397, 6 ^e Avenue	Grand-Mère	Québec
- 8200, boul. Taschereau	Brossard	Québec
- 1201, boul. de Périgny	Chambly	Québec
- 420, rue St-Charles Ouest	Longueuil	Québec
- 275, rue St-Antoine Nord	Lavaltrie	Québec
- 7, rue Robert	Saint-Basile-Le-Grand	Québec
- 1116, boul. Vachon Nord, cp.19	Sainte-Marie	Québec
- 746, av. Buckingham, suite A	Buckingham	Québec
- 10, rue Papineau	Joliette	Québec
- 55, rue Marie de l'Incarnation	Québec	Québec
- 2220, ch. Gascon	Terrebonne	Québec
- 685, boul. Laure	Sept-Îles	Québec
- 1001, boul. Laflèche	Baie-Comeau	Québec
- 39, boul. St-Luc, local 100	Saint-Jean-sur-Richelieu	Québec
- 199, route 138	Donnacoona	Québec
- 3440, ch. des Quatre-Bourgeois	Sainte-Foy	Québec
- 18, rue du Manège	Coaticook	Québec
- 515, boul. Lacombe	Le Gardeur	Québec
- 1070, Montée Masson	Mascouche	Québec
- 9, boul. de la Salette	Saint-Jérôme	Québec
- 750, av. du Phare Ouest	Matane	Québec
- 3465, boul. Dagenais Ouest	Fabreville	Québec
- 1890, av. Dollard	LaSalle	Québec
- 13425 Boul. Curé-Labelle	Mirabel	Québec
- 1305, rue des Cascades	Saint-Hyacinthe	Québec
- 211, av. du Pont Sud	Alma	Québec
- 531, rue Saint-Louis	Saint-Lin-Laurentides	Québec
- 3285, 1 ^{re} Avenue	Rawdon	Québec
- 4795, boul. Bourque	Rock Forest	Québec
- 914, boul. Maloney Est	Gatineau	Québec
- 550, boul. d'Iberville	Saint-Jean-sur-Richelieu	Québec
- 4526, boul. St-Laurent	Montréal	Québec
- 83, rue Ellice	Beauharnois	Québec
- 9, boul. Montcalm Nord, porte 17	Candiac	Québec
- 179, av. St-Alphonse	Roberval	Québec
- 572, boul. Arthur-Sauvé	Saint-Eustache	Québec
- 600, Montée du Moulin, local 24	Saint-François, Laval	Québec
- 1334, boul. Sacré-Coeur	Saint-Félicien	Québec
- 15020, boul. Henri-Bourassa	Québec	Québec
- 13960-5, Montée St-Simon	Mirabel	Québec
- 277, Montée des Pionniers	Lachenaie	Québec
- 356, boul. Sir-Wilfrid-Laurier	Mont-Saint-Hilaire	Québec

- 560, rue Conrad	Granby	Québec
- 2148, boul. Lapinière	Brossard	Québec
- 75, boul. des Châteaux, local 201	Blainville	Québec
- 828, av. Gilles Villeneuve	Berthierville	Québec
- 777, boul. Lebourgneuf local 115	Québec	Québec
- 28, boul. du Mont-Bleu	Gatineau	Québec
- 63, Montée Gagnon,	Bois-des-Fillions	Québec
- 1811, Ste-Angelique	St-Lazare	Québec
- 24 rue Du Couvent, local #1	l'Épiphanie	Québec
- 1625 3 ^e avenue	Val-d'Or	Québec
- 574 rue principale	Granby	Québec
- 2645 Boul. Curé-Labelle, local 105	Prévost	Québec
- 3615 Notre-Dame Ouest	St-Henri	Québec
- 281 King Street	Port Colborne	Ontario
- 1000 Gerrard Street East, Unit C13-14	Toronto	Ontario
- 12 Highland Drive.		
- Fonthill Shopping Centre, Hwy #20	Fonthill	Ontario

For information purposes, the following are premises occupied outside of Québec and Ontario (however these do not contain material assets belonging to members of the VL Group):

- 169 Dundonald St.	Fredericton	New Brunswick
- 102 Main St., Unit 5	Fredericton	New Brunswick
- 454 Granville Street	Summerside	Prince Edward Island
- 39 Commonwealth Ave. Unit 7	Mt. Pearl	Newfoundland
- #9-2539 Main Street	Winnipeg	Manitoba
- 8 Hardy Ave.	Grand Falls-Windsor	Newfoundland
- Mailing address: P.O. Box 21211,	St. John's	Newfoundland
- 26 Hamlyn Road, St. John's	St. John's	Newfoundland
- 30, rue de l'Église	Edmundston	New Brunswick

(ix) Jobboom Inc.

— 612 rue Saint-Jacques, Montréal Québec H3C4M8

Part 2
List of Non-Material Real Estate (Section 13.3)

No	Address	Value
055	14165 Cherrier, Montréal	\$130,867.00
062	Lot 556-13, 556-14, Cap-de-la Madeleine	\$92,300.00
067	Lot 601-1-2, Notre-Dame-des-Laurentides	\$86,000.00
348	Lot 981-2 canton de Shefford, Waterloo	\$19,200.00
362	St-Honoré	\$300.00
678	3338, Tolmies Corners, Roxboro, Ontario	\$29,125.00
311	1512 Chemin St-Jean (Concession 9), Clarence-Rockland, Ontario	\$61,000.00

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)

plus Borrowed money (excluding QMI Subordinated Debt) \$ _____

plus Hedging Exposure \$ _____

plus Deferred purchase price \$ _____

plus Obligations secured by Charges \$ _____

plus Capital and Synthetic Leases \$ _____

plus Contingent Obligations \$ _____

plus B/A's, letters of credit and Guarantees \$ _____

equals

DEBT (A): \$ _____

Calculation of EBITDA (B)

	(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		
(must not be less than 80%)	(= (iii)/(i) =	_____

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		
(must not be less than 80%)	(= (iii)/(i) =	_____

SCHEDULE "K" - INTENTIONALLY DELETED

SCHEDULE “L” - GUARANTORS AND MEMBERS OF THE VL GROUP AS AT THE SEVENTH AMENDMENT CLOSING DATE

MEMBERS OF THE VL GROUP

VIDÉOTRON LTÉE (Borrower)

9293-6707 QUÉBEC INC. (Guarantor)

VIDEOTRON INFRASTRUCTURES INC. (Guarantor)

MOBILE & INTERNET FIZZ INC. (Guarantor)

TÉLÉDISTRIBUTION AMOS INC.⁸

VIDEOTRON US INC.

9176-6857 QUÉBEC INC

CABLOVISION WARWICK INC.⁹

VMEDIA INC.

RIVERTV INC.

2251723 ONTARIO INC. VCC INDIA PRIVATE LTD.

FREEDOM MOBILE INC.¹⁰

FREEDOM MOBILE DISTRIBUTION INC.¹¹

GUARANTORS

9293-6707 QUÉBEC INC. (Guarantor)

VIDEOTRON INFRASTRUCTURES INC. (Guarantor)

MOBILE & INTERNET FIZZ INC. (Guarantor)

⁸ Liquidated into Vidéotron Ltée as of December 31, 2022 and in the process of being dissolved.

⁹ Liquidated into Vidéotron Ltée as of December 31, 2022 and in the process of being dissolved.

¹⁰ Freedom Mobile Inc. will become a member of the VL Group immediately following the Freedom Acquisition.

¹¹ Freedom Mobile Distribution Inc. will become a member of the VL Group immediately following the Freedom Acquisition.

SCHEDULE "M" – INTENTIONALLY DELETED

SCHEDULE “N” – 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\$400,000,000 5¼% Senior Notes due June 15, 2025 Indenture” dated as of June 17, 2013 (as supplemented, the “2013 Indenture”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2013 Indenture), (2) the Indenture described as the “US\$600,000,000 5¾% Senior Notes due June 15, 2024 Indenture” dated as of April 9, 2014 (as supplemented, the “2014 Indenture”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2014 Indenture), (3) the Indenture described as the “C\$375,000,000 5¾% Senior Notes due January 15, 2026 Indenture” dated as of September 15, 2015 (as supplemented, the “2015 Indenture”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional

Notes (in each case, as defined in the 2015 Indenture), (4) the Indenture described as the “US\$600,000,000 5¼% Senior Notes due April 15, 2027 Indenture” dated as of April 13, 2017 (as supplemented, the “**2017 Indenture**”) among Videotron, the guarantors thereto and Computershare Trust Company of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2017 Indenture), (5) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2019 Indenture), (6) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the 2021 Indenture), (7) 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, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the June 2021 Canadian Indenture), (8) 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 of Canada as successor to Wells Fargo Bank, National Association, as trustee, including, without limitation, the “Notes”, the “Subsidiary Guarantees”, the “Additional Notes” and any Guarantee of the Additional Notes (in each case, as defined in the June 2021 US Indenture) (the 2013 Indenture, the 2014 Indenture, the 2015 Indenture, the 2017 Indenture, the 2019 Indenture, the 2021 Indenture, the June 2021 Canadian Indenture and the June 2021 US Indenture are collectively referred to as the “**Indentures**”), and (9) the Amended and Restated Credit Agreement, originally dated as of June 16, 2015, among the Borrower, the Lenders as defined therein, and Royal Bank of Canada, as administrative agent (as amended, 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.
- (e) 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 “O” – 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 June 16, 2015 (as it may be further amended, restated, supplemented or otherwise modified 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 Security 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 Security Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (iv) acknowledges and accepts that such New Lender and the Agent are solidary creditors of the Borrower and the Guarantors in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors to each of them under the Credit Agreement and the Derivative Instruments as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*; and (v) 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 Security 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 Security 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 Security 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 Security 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 "P"– FINNVERA TERM FACILITY

None of the provisions of this Schedule "P" shall apply to the Revolving Facility Lenders or the Revolving Facility.

1. TRANCHE A CREDIT

Subject to the provisions of the Credit Agreement, and in particular, to the provisions of Article 2 of this Schedule "P", each Tranche A Lender agrees to make available to the Borrower, individually and not jointly and severally or solidarily, its Tranche A Commitment in the Tranche A Credit, which Tranche A Credit consists of the Finnvera Term Facility in a maximum amount equal to Cdn.\$75,000,000. All Tranche A Advances under the Finnvera Term Facility shall be in Canadian Dollars alone. The Finnvera Term Facility will not revolve and any amount prepaid or repaid may not be reborrowed.

2. PURPOSE

All Tranche A Advances made by the Tranche A Lenders to the Borrower under the Finnvera Term Facility in accordance with the provisions of this Schedule "P" shall be used to, without duplication, (i) finance up to the CAD Equivalent of (x) 85% of the Purchase Price and (y) costs for local services up to a maximum of 30% of the Purchase Price by way of reimbursement to the Borrower for eligible payments made by the Borrower to NSN under the NSN Contract; (ii) pay up to 100% of the upfront portion of the ECA Premium A from the proceeds of the first Tranche A Advance; and (iii) pay all other amounts approved by Finnvera and owed in connection with the NSN Contract, the whole subject to and in accordance with the terms and conditions of this Schedule "P".

3. ADVANCES AND OPERATION OF ACCOUNTS

3.1 Tranche A Notice of Borrowing

Subject to the applicable provisions of this Schedule "P" but not more than once per calendar month, the Borrower shall be entitled to request multiple Tranche A Advances under the Finnvera Term Facility, to be made on any Business Day during the Availability Period and in accordance with the payment program set forth in the NSN Contract, up to the maximum amount of the Tranche A Credit, upon delivery of an irrevocable written Tranche A Notice of Borrowing to the Finnvera Facility Agent at or before 3:00 P.M. (London, England time) at least four (4) Business Days prior to the date of the proposed Tranche A Advance.

3.2 Type of Tranche A Advance

Tranche A Advances made by a Domestic Tranche A Lender or a Foreign Tranche A Lender in accordance with Section 3.6 of this Schedule "P" shall be in the form of Tranche A CDOR Advances.

3.3 **Notice of New Tranche A Designated Period**

Upon the expiration of any Tranche A Designated Period applicable to any Tranche A CDOR Advance, the Borrower shall have the option to request the continuation of all or any portion (in minimum amounts of Cdn.\$1,000,000 or such smaller amount corresponding to the Tranche A CDOR Advance Amount of such Tranche A Advance on the Tranche A Rollover Date upon delivery of an irrevocable written Notice of New Tranche A Designated Period to the Finnvera Facility Agent at or before 3:00 P.M. (London, England time) at least four (4) Business Days prior to the date of the Tranche A Rollover Date. Except in respect of the whole or a portion of the Tranche A Advance Amount for which the Borrower has delivered a Notice of Repayment in accordance with the provisions of Section 5.2 of this Schedule "P", if the Borrower has not delivered a Notice of New Tranche A Designated Period in a timely manner in accordance with the provisions of this Section 3.3, the Borrower shall be deemed to have chosen a new Tranche A Designated Period of 6 months (or such shorter period expiring on the next Repayment Date). For greater certainty, if only a portion of a Tranche A Advance is continued under this Section 3.3, the portion not so continued shall be prepaid and cancelled.

3.4 **Determination of Interest**

The Finnvera Facility Agent shall determine the CDOR Rate which will be in effect on the date of the Tranche A Advance or the Tranche A Rollover Date, as the case may be (which, in each case, must be a Business Day), with respect to the Tranche A CDOR Advance Amount, having a maturity of 30 to 183 days (during the Availability Period) or 1, 3 or 6 months (during the period of 24 months from the Signing Date) or 3 or 6 months (thereafter), as requested by the Borrower and subject to availability, from the date of the Tranche A Advance or the Tranche A Rollover Date, as the case may be. However, if the Borrower has not delivered a notice to the Finnvera Facility Agent in a timely manner in accordance with the provisions of Section 3.1 or 3.3 of this Schedule "P", as the case may be, the Borrower shall be deemed to have chosen a Tranche A Designated Period of 6 months (or such shorter period expiring on the next Repayment Date).

Notwithstanding the foregoing, each Tranche A Advance other than the initial Tranche A Advance shall have a Tranche A Designated Period expiring on the next Tranche A Rollover Date.

3.5 **Operation of Accounts**

The Finnvera Facility Agent shall maintain in its books at the Finnvera Facility Agency Branch a record of the Term Loan attesting as to the total of the Borrower's indebtedness to the Tranche A Lenders. 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 Tranche A Lenders, of the date of any Tranche A 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 Term Loan and the fees and other sums payable in connection with the Finnvera Term Facility.

3.6 Apportionment of Tranche A Advances

The amount of each Tranche A Advance will be apportioned among the Tranche A Lenders by the Finnvera Facility Agent by reference to the Tranche A Commitment of each Tranche A Lender, as such Tranche A Commitment shall be immediately prior to the making of any Tranche A Advance. If any amount disbursed by the Finnvera Facility Agent to the Borrower is not in fact made available to the Finnvera Facility Agent by a Tranche A Lender, the Finnvera Facility Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances) on demand from such Tranche A Lender or, if such Tranche A Lender fails to reimburse the Finnvera Facility Agent for such amount, on demand from the Borrower.

3.7 Limitations on Advances

- 3.7.1 The undrawn Tranche A Credit available under the Finnvera Term Facility shall cease to be available at the expiry of the Availability Period.
- 3.7.2 The aggregate principal amount of each Tranche A Advance (other than the initial Tranche A Advance) shall not exceed the CAD Equivalent (determined as of the date of the Tranche A Notice of Borrowing issued in connection with such Tranche A Advance) of (i) 85% of the portion of the Purchase Price for which such Tranche A Advance is made and (ii) costs for local services up to a maximum amount which, when combined with all amounts previously disbursed by the Tranche A Lenders in reimbursement of costs for local services, does not exceed 30% of the portion of the Purchase Price paid to date (collectively, the “**Maximum Amount**”) and, in the case of the initial Tranche A Advance only, the sum of the Maximum Amount and up to 100% of the upfront portion of the ECA Premium A.

3.8 Notices Irrevocable

Any notice given to the Finnvera Facility Agent in accordance with Article 3 of this Schedule “P” may not be revoked or withdrawn.

3.9 Market for Tranche A CDOR Advances

- 3.9.1 If at any time or from time to time as a result of market conditions, (i) there exists no appropriate or reasonable method to establish the CDOR Rate for a Tranche A CDOR Advance Amount, or a Tranche A Designated Period, or (ii) the Finnvera Facility Agent receives notification from two or more Tranche A Lenders whose Tranche A Commitments exceed, in the aggregate, 20% of the Tranche A Credit, that the CDOR Rate does not accurately reflect its Cost of Funds, then the relevant Tranche A Lenders shall, prior to the date of a Tranche A
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Advance or the Tranche A Rollover Date, so advise the Finnvera Facility Agent and shall thereupon not be obliged to honor any Tranche A Notices of Borrowing or any Notices of New Tranche A Designated Period and the Borrower's option to request Tranche A CDOR Advances or any rollovers thereof, as the case may be, shall thereupon be suspended upon notice by the Finnvera Facility Agent to the Borrower, and, until such time as the Finnvera Facility Agent has determined that the circumstances having given rise to such suspension no longer exist, in respect of which determination the Finnvera Facility Agent shall advise the Borrower within a reasonable delay, the rate of interest applicable to such Tranche A Lenders' portion of any Tranche A Advance shall be calculated and payable on a Cost of Funds Basis plus a margin of 0.875%, in the case of rollovers of Tranche A Advances which were originally Tranche A CDOR Advances or in the case of new Tranche A Advances which would otherwise have been Tranche A CDOR Advances in accordance with the provisions of Section 3.6 of this Schedule "P". For the purposes of clause (ii) of this subsection 3.9.1, a Tranche A Lender shall notify the Finnvera Facility Agent of its Cost of Funds as soon as practicable and in any event before interest is due to be paid in respect of the relevant Tranche A Advance.

- 3.9.2 If the events described in clause (i) or (ii) of subsection 3.9.1 above occur and the Finnvera Facility Agent or the Borrower so requires, the Finnvera Facility Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing on a substitute basis for determining the rate of interest payable to each Tranche A Lender affected by such above-mentioned events. Any alternative basis agreed upon pursuant to the above shall, with the prior consent of all of the Tranche A Lenders, be binding on all parties, it being agreed that such alternative basis shall apply only to the Tranche A Lenders affected by the relevant events described in such clause (i) or (ii).
- 3.9.3 For greater certainty, if no such agreement on an alternative basis is reached in accordance with the provisions of subsection 3.9.2 above, the provisions of 3.9.1 shall apply.

3.10 **Suspension of Tranche A CDOR Advances**

If Canadian Dollar deposits are not available to the Foreign Tranche A Lenders in the ordinary course of business in amounts sufficient to permit them to make or continue a Tranche A Advance for a Tranche A Designated Period, the Foreign Tranche A Lenders shall, prior to the date of a Tranche A Advance or the Tranche A Rollover Date, so advise the Finnvera Facility Agent and thereupon be relieved from their obligation to make or continue a Tranche A Advance until such time as such funds become available in sufficient amounts, but they shall comply with the provisions of Section 3.11 of this Schedule "P".

3.11 **Specific Clause with Regard to Foreign Tranche A Lenders**

In the event of a suspension of the Borrower's right to request Tranche A Advances (including conversions and extensions thereof) from one or more Foreign Tranche A Lenders under Section 3.10 of this Schedule "P" (each a "**Tranche A Affected Lender**"), each Tranche A Affected Lender shall, concurrently with the notice described in Section 3.10 of this Schedule "P", seek alternative sources of funding the Tranche A Advances and, if sufficient funds are obtained, shall notify the Borrower as to when such funds will be available for Tranche A Advances. On the date indicated in such latter notice, the Tranche A Affected Lender shall be deemed to have made a Tranche A Advance with interest payable on a Cost of Funds Basis.

If within 5 Business Days following the notice described in Section 3.10 of this Schedule "P", there remain one or more Tranche A Affected Lenders who have not been deemed to have made a Tranche A Advance on a Cost of Funds Basis under the preceding paragraph, such Tranche A Affected Lender (a "**Tranche A Incapable Lender**") shall (i) provide an additional notice to the Finnvera Facility Agent and the Borrower of such fact and (ii) the parties will negotiate such amendments to this Schedule "P" as may be required to give full effect to such intention, it being understood that the Borrower alone will bear all foreign exchange risks.

3.12 **Limits on Tranche A CDOR Advances**

Nothing in this Agreement shall be interpreted as authorizing the Borrower to borrow by way of Tranche A CDOR Advances for a Tranche A Designated Period expiring on a date which is after the expiry of the next Repayment Date.

3.13 **Exclusion of Finnvera Facility Agent, the Security Agent and Tranche A Lenders Liability in respect of NSN Contract**

It is expressly understood and agreed by the Borrower, the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders that there is no contractual relationship, either express or implied, between the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders, on the one hand, and the Borrower, NSN or any other Person supplying any work, services or material in connection with the NSN Contract, on the other hand, and that the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders shall not be liable to the Borrower, NSN or any such other Person in connection with the NSN Contract. The Borrower is not and shall not be the agent of the Finnvera Facility Agent, the Security Agent or the Tranche A Lenders for any purpose. There shall be no third party beneficiary of this Schedule "P", express or implied, other than Finnvera.

4. **INTEREST AND FEES**

4.1 **Interest at the CDOR Rate**

The principal amount of the Tranche A CDOR Advances, which at any time and from time to time remains outstanding, shall bear interest, calculated daily, on the daily balance of such Tranche A CDOR Advances, from each Tranche A Rollover Date, at the annual rate

(calculated based on a 365-day year) applicable to each of such days which corresponds to the CDOR Rate applicable to each Tranche A CDOR Advance Amount, plus a margin of 0.875%, and shall be effective from each Tranche A Rollover Date up to and including the date prior to the next Tranche A Rollover Date.

4.2 **Intentionally Deleted**

4.3 **Payment of Interest**

The interest payable in accordance with the provisions of Sections 4.1 and 4.2 of this Schedule "P" and calculated in the manner hereinabove set forth on the amount outstanding from time to time is payable to the Finnvera Facility Agent, for the account of the relevant Tranche A Lenders, in arrears on the last day of the Tranche A Designated Period.

If the relevant Tranche A Designated Period is not equal to 1, 2, 3 or 6 months, then the CDOR Rate, shall be determined by the application of straight line interpolation (rounding upwards, if necessary, to the nearest multiple of 0.01%) by reference to two CDOR Rates, one of which shall be the rate per annum for the period shorter than the stated term by the least number of days, and the other of which shall be the rate per annum for the period which is longer than the stated term by the least number of days.

4.4 **Fixing of CDOR Rate**

The CDOR Rate shall be transmitted to the Borrower at approximately 3:00 P.M. (London, England time) on the same Business Day as:

4.4.1 the date on which the Tranche A CDOR Advance is to be made; or

4.4.2 the relevant Tranche A Rollover Date.

4.5 **Arrears of Interest**

Any arrears of interest or principal payable by the Borrower to the Finnvera Facility Agent or the Tranche A Lenders in connection with the Term Loan shall bear interest at the Default Rate.

4.6 **Maximum Interest**

The amount of the interest or fees payable in applying this Schedule "P" shall not exceed the maximum rate permitted by Applicable Law. Where the amount of such interest or such fees is greater than such maximum rate, the amount shall be reduced to the highest rate which may be recovered in accordance with the applicable provisions of Applicable Law.

4.7 **Commitment Fee**

The Borrower shall pay to the Finnvera Facility Agent, for the account of the Tranche A Lenders, a commitment fee (the "**Commitment Fee**") in accordance with the terms and

conditions of the Commitment Fee Letter attached hereto as Exhibit "P-6" to this Schedule "P".

4.8 **Finnvera Closing Fee**

On the later of (i) the Closing Date and (ii) the date on which the conditions set forth in subsection 6.2.1 have been met, the Borrower shall pay to the Finnvera Facility Agent, for the account of Finnvera, and to each Tranche A Lender a closing Fee of Cdn\$7,500 each. Notwithstanding any other terms of this Schedule "P", the foregoing closing Fee shall be the only Fee payable to the Tranche A Lenders and to Finnvera for the approval of and entry into the amendments made to the Credit Agreement on the Closing Date.

4.9 **ECA Premium A**

If all or any part of the upfront portion of the ECA Premium A is not paid by the Borrower to the Finnvera Facility Agent, for the account of Finnvera, prior to the requested date of the initial Tranche A Advance after the Closing Date (the "**Outstanding ECA Premium A**"), the Finnvera Facility Agent shall deduct the Outstanding ECA Premium A from the proceeds of the initial Tranche A Advance after the Closing Date and remit same to Finnvera concurrently therewith.

4.10 **Interest Act**

For the purposes of the *Interest Act* (Canada), any amount of interest or fees calculated herein using 360 or 365 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 or 365, as the case may be. The parties agree that all interest in this Schedule "P" will be calculated using the nominal rate method and not the effective rate method, and 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. **PAYMENT, REPAYMENT AND PREPAYMENT**

5.1 **Repayment of the Term Loan**

If the Tranche A Credit is fully drawn prior to the First Repayment Date, the Borrower hereby agrees to repay the principal amount outstanding under the Finnvera Term Facility in seventeen (17) equal and consecutive semi-annual instalments to be made on each Repayment Date. If the Tranche A Credit is not fully drawn prior to the First Repayment Date, the Borrower hereby agrees to repay (i) on the First Repayment Date, 1/17th of the principal amount outstanding under the Finnvera Term Facility on such First Repayment Date, and (ii) on each succeeding Repayment Date up to and including the Maturity Date, a fraction of the principal amount outstanding under the Finnvera Term Facility on such Repayment Date, the numerator of which is 1 and the denominator of which is 17 minus the number of Repayment Dates then past.

5.2 Voluntary Repayment and Prepayment of the Term Loan or Cancellation of the Tranche A Credit

On any Business Day, after having given ten (10) Business Days prior written notice to the Finnvera Facility Agent substantially in the form of Exhibit "P-2" to this Schedule "P", the Borrower may repay or prepay, in minimum amounts of Cdn.\$1,000,000 (or the remaining amount of principal under the Term Loan) or in whole multiples of Cdn.\$1,000,000 (or the remaining amount of principal under the Term Loan), all or part of the principal amount of the Term Loan under the Finnvera Term Facility for the account of the Tranche A Lenders, provided that (i) in respect of the Tranche A CDOR Advances, no repayment may be made on a day other than a Tranche A Rollover Date, save as provided in Section 7.4 of the Credit Agreement and in Section 5.3 of this Schedule "P", with all interest accrued and unpaid on the amounts so prepaid; and (ii) if any prepayment of principal is made prior to the Eighth Repayment Date, a fee equal to 1.00% of the principal amount so prepaid shall be due and payable to the Tranche A Lenders; provided further that the cumulative amount of any and all such prepayment fee(s) (including any such fees due and payable in connection with the Tranche B Loan) shall not exceed Cdn.\$750,000. All repayments and prepayments under this Section 5.2 shall be applied against the instalments contemplated by Section 5.1 of this Schedule "P" in the inverse order of maturity of such instalments.

In addition, the Borrower may, upon the same notice, cancel any portion of the Tranche A Credit that has not been drawn by the Borrower. No Commitment Fee shall be payable in respect of any portion of the Tranche A Credit so cancelled as and from the effective date of its cancellation. The Borrower shall not be permitted to draw Tranche A Advances in respect of any portion of the Tranche A Credit so cancelled.

Notwithstanding the foregoing, the Term Loan may not be voluntarily repaid or prepaid, in whole or in part, and the Tranche A Credit may not be cancelled in whole or in part unless and until such time as the Tranche B Loan has been fully repaid and/or cancelled.

5.3 Cash Collateralization or Payment of Losses Resulting from a Prepayment

If a prepayment to be made (whether under this Schedule "P" or otherwise) would require the repayment of a Tranche A CDOR Advance on a day other than the last day of the Tranche A Designated Period, the Borrower (i) shall provide to the Finnvera Facility Agent cash collateral in an amount equal to the principal amount of such Tranche A CDOR Advance, which cash collateral shall be deemed a repayment of such Tranche A Advance and shall be held by the Finnvera Facility Agent in an interest bearing account and used to repay same at maturity or on the next Tranche A Rollover Date; or (ii) may elect to prepay such Tranche A CDOR Advance and pay to the Finnvera Facility Agent for the account of the Tranche A Lenders the amount of the losses, costs and expenses suffered or incurred by the Tranche A Lenders with respect thereto which are referred to in Section 7.4 of the Credit Agreement.

5.4 Currency of Payments

All payments, repayments and prepayments, as the case may be, of principal and interest under the Term Loan, all other amounts owed under this Schedule "P" and, except as otherwise indicated in the Fee Letter and the Commitment Fee Letter as being payable in US Dollars or Euros, all Tranche A Fees, shall be made in Canadian Dollars alone.

5.5 Payments by the Borrower to the Finnvera Facility Agent

All payments to be made by the Borrower in connection with this Schedule "P" shall be made in funds having same day value to the Finnvera Facility Agent, at the Finnvera Facility Agency Branch, or at any other office or account designated by the Finnvera Facility 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 3:00 P.M. (London, England time).

5.6 Payment on a Business Day

Each time a payment, repayment or prepayment is due (whether under this Schedule "P" or otherwise) on a day that is not a Business Day, it shall be made on the following Business Day.

5.7 Payments by the Tranche A Lenders to the Finnvera Facility Agent

Any amounts payable to the Finnvera Facility Agent by a Tranche A Lender shall be paid in funds having same day value to the Finnvera Facility Agent by such Tranche A Lender on a Business Day at the Finnvera Facility Agency Branch.

5.8 Payments by the Finnvera Facility Agent to the Borrower

Any payment received by the Finnvera Facility 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.

5.9 Application of Payments

- 5.9.1 Except as otherwise indicated herein, all payments made to the Finnvera Facility Agent by the Borrower for the account of the Tranche A Lenders shall be distributed the same day by the Finnvera Facility Agent, in accordance with its normal practice, in funds having same day value, among the Tranche A Lenders to the accounts last designated in writing by each Tranche A Lender to the Finnvera Facility Agent, *pro rata* in accordance with their respective Tranche A Commitments, and notice thereof shall be given to the Borrower by the Finnvera Facility Agent within a reasonable delay.
 - 5.9.2 Except as otherwise indicated herein or as otherwise determined by the Tranche A Lenders, all payments made by the Borrower to the Finnvera
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Facility Agent on behalf of the Tranche A Lenders shall be applied by the Tranche A Lenders as follows:

- (a) to the fees, costs, expenses and accessories of the Finnvera Facility Agent and the Security Agent contemplated by Article 7 and Section 17.5 of the Credit Agreement and subsection 8.1.1 (iii) of this Schedule "P" or by the Security Documents;
- (b) to the fees, costs, expenses and accessories of the Tranche A Lenders contemplated by Article 7 and Section 17.5 of the Credit Agreement or by the Security Documents;
- (c) to all amounts due under Article 4 of this Schedule "P";
- (d) to the repayment of the principal amount of the Term Loan in the inverse order of maturity of the instalments contemplated by Section 5.1 of this Schedule "P";
- (e) to any other amounts due pursuant to this Schedule "P".

5.10 **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.

5.11 **Obligations Absolute**

The obligation of the Borrower to make payments and perform its other obligations under this Schedule "P" are, subject to the terms and conditions of this Schedule "P", unconditional and irrevocable and shall not be in any way affected, released or discharged by reason of any matter or circumstance whatsoever affecting or relating to or arising in connection with NSN and/or the NSN Contract.

6. CONDITIONS PRECEDENT

6.1 **Initial Tranche A Advance under the Finnvera Term Facility.**

The terms and conditions of this Schedule "P" and all rights and obligations of any of the Borrower, the Finnvera Facility Agent and the Tranche A Lenders under this Schedule "P" shall not come into force or effect and, for greater certainty, the Tranche A Lenders shall have no obligation to make an initial Tranche A Advance under the Finnvera Term Facility, until such time as each of the conditions set out in this Section 6.1 of this Schedule "P" have been fulfilled (either prior to or concurrently with the making of any such initial Tranche A Advance) to the entire satisfaction of the Finnvera Facility Agent and the Tranche A Lenders:

- 6.1.1 certified copies of all of the constating documents, borrowing by-laws and resolutions of and certificates of incumbency of the Borrower and the Guarantors shall have been provided to the Finnvera Facility Agent and the Security Agent;
 - 6.1.2 the Tranche A Lenders and the Tranche B Lenders shall have been provided with satisfactory evidence that the Borrower and the Guarantors are duly constituted, validly existing and in good standing under the laws of their jurisdiction of organization and each other jurisdiction where they are qualified to do business and that each of them has the necessary power and capacity to carry on business in the Province of Québec and to be a party to the Amending Agreement, the Tranche B Loan Agreement and/or the Security Documents (as applicable) and to be bound by them;
 - 6.1.3 the Amending Agreement shall have been duly executed and delivered;
 - 6.1.4 the Tranche B Loan Agreement shall have been duly executed and delivered;
 - 6.1.5 the Commitment Fee Letter shall have been duly executed and delivered;
 - 6.1.6 the Finnvera Facility Agent shall have received copies of all closing documentation previously delivered to the Agent by or on behalf of the Borrower in connection with the Credit Agreement and relating to the Borrower or any of the Guarantors or their respective property including, without limitation, the Security Documents and copies of all existing title and search reports prepared by lawyers or notaries with respect to any immovable property charged by the Security Documents, together with all existing updates of same;
 - 6.1.7 the Borrower shall have delivered to the Finnvera Facility Agent a certificate in the form of Exhibit "P-3" signed by an officer stipulating and certifying:
 - (a) that such officer has taken cognizance of all the terms and conditions of the Amending Agreement and of all contracts, agreements and deeds pertaining to the Amending Agreement;
 - (b) that no Default or Event of Default has occurred or exists under this Schedule "P";
 - (c) that the corporate structure of Quebecor Media Inc. and the VL Group is as set out in the diagram attached to the certificate;
 - (d) as to the location of the movable property owned by the VL Group as of the Signing Date;
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- (e) that each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
 - (f) that the execution and delivery of and performance by the Borrower of its obligations under the NSN Contract in accordance with its terms and the completion of the transactions contemplated therein do not require any consents or approvals, do not violate any Laws, and do not conflict with, violate or constitute a breach under the documents of incorporation or by-laws of the Borrower;
- 6.1.8 Finnvera shall have delivered to the Finnvera Facility Agent and the Finnvera Facility B Agent the ECA Guarantee in form and substance satisfactory to the Tranche A Lenders and the Tranche B Lenders;
- 6.1.9 the Tranche A Lenders and the Tranche B Lenders shall have received a certified copy of the NSN Contract;
- 6.1.10 the Finnvera Facility Agent shall have received and reviewed, to its entire satisfaction, acting reasonably, copies of all movable and personal property and other searches undertaken against the Borrower and each Guarantor and each of their respective predecessors and dated a date reasonably close to the Signing Date;
- 6.1.11 the Finnvera Facility Agent shall have received a copy of any certificates of insurance delivered to the Agent relating to policies protecting the members of the VL Group and their movable property, activities, business interruption and third party liability against any form of loss;
- 6.1.12 the Borrower shall have delivered any other document, declaration, certificate, agreement, instrument or notice reasonably required by and in form and substance acceptable to the Finnvera Facility Agent, the Finnvera Facility B Agent, the Security Agent and the Finnvera Facility B Security Agent;
- 6.1.13 the Finnvera Facility Agent shall have received a certificate of incumbency of NSN and evidence that the persons listed therein are authorized signatories of NSN;
- 6.1.14 the Finnvera Facility Agent, the Tranche A Lenders, the Security Agent, the Finnvera Facility B Agent, the Tranche B Lenders, the Finnvera Facility B Security Agent, Finnvera and their respective counsel shall have received the entire amount of all fees, costs, premiums and expenses owed to them as of the Signing Date in connection with the Finnvera Term Facility, the Tranche B Loan, the Amending Agreement,
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the Tranche B Loan Agreement and the Security Documents (as applicable) including, without limitation, the Finnvera Handling Fee, the ECA Premium A (as applicable) and all Tranche A Fees that are due and payable as at the Signing Date;

- 6.1.15 the Borrower shall have delivered to the Finnvera Facility Agent the favourable legal opinion of counsel to the Borrower and the Guarantors, addressed to the Finnvera Facility Agent, the Security Agent, the Tranche A Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility Agent, the Security Agent, and their counsel, acting reasonably, including, with regard to the continued legality, validity, enforceability and opposability of all relevant Guarantees and Security;
- 6.1.16 the Borrower shall have delivered to the Finnvera Facility B Agent the favourable legal opinion of counsel to the Borrower and the Guarantors, addressed to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, the Tranche B Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent and their counsel, acting reasonably;
- 6.1.17 the Finnvera Facility Agent shall have received the favourable legal opinion of each of their Canadian and Finnish counsel addressed to the Finnvera Facility Agent, the Security Agent, the Tranche A Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility Agent, the Security Agent, and their counsel, acting reasonably, including, with respect to the opinion of Finnish counsel only, with regard to the legality, validity and enforceability of the ECA Guarantee; and
- 6.1.18 the Finnvera Facility B Agent shall have received the favourable legal opinion of each of their Canadian and Finnish counsel addressed to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, the Tranche B Lenders and their respective counsel, in form and substance acceptable to the Finnvera Facility B Agent, the Finnvera Facility B Security Agent, and their counsel, acting reasonably, including, with respect to the opinion of Finnish counsel only, with regard to the legality, validity and enforceability of the ECA Guarantee.

6.2 Initial Tranche A Advance under the Finnvera Term Facility after the Closing Date

The terms and conditions of this Schedule "P", as amended on the Closing Date, and all rights and obligations of any of the Borrower, the Finnvera Facility Agent and the Tranche A Lenders under this Schedule "P", as amended on the Closing Date, shall not come into force or effect and, for greater certainty, the Tranche A Lenders shall have no

obligation to make an initial Tranche A Advance under the Finnvera Term Facility after the Closing Date until such time as:

- 6.2.1 the Finnvera Facility Agent has received, to its entire satisfaction, an amendment to the ECA Guarantee; and
- 6.2.2 the Finnvera Facility B Agent has received, to its entire satisfaction, an irrevocable written notice from the Borrower requesting the cancellation of the Tranche B Credit and termination of the Tranche B Loan Agreement.

6.3 Conditions Precedent to any Tranche A Advance

The obligation of the Tranche A Lenders to make any Tranche A Advance under the Finnvera Term Facility is conditional upon each of the following conditions having been satisfied (provided however, for greater certainty, that, except for the condition set forth in subsection 6.3.1, none of the following conditions shall apply in respect of any continuation of a Tranche A Advance on a Tranche A Rollover Date pursuant to Section 3.3 of this Schedule “P”):

- 6.3.1 the representations and warranties contained in the Credit Agreement shall continue to be true and correct (except where stated to be made as at a particular date);
- 6.3.2 the Borrower shall have delivered to the Finnvera Facility Agent a completed Tranche A Notice of Borrowing;
- 6.3.3 nothing shall have occurred which would constitute a Material Adverse Change; and
- 6.3.4 no Default shall have occurred and be continuing and no Event of Default shall have occurred.

6.4 Waiver of Conditions Precedent

The conditions set out in Section 6.3 of this Schedule “P” are solely for the benefit of the Tranche A Lenders and may be waived by the Finnvera Facility Agent with the unanimous consent of all Tranche A Lenders without prejudice to the right of the Finnvera Facility Agent to assert any such condition in connection with any subsequently requested Tranche A Advance.

6.5 Discretionary Requirements to any Tranche A Advance

The obligation of the Tranche A Lenders to make any Tranche A Advance under the Finnvera Term Facility may, in the sole and exclusive discretion of the Tranche A Lenders, be subject to the Finnvera Facility Agent and/or the Tranche A Lenders requesting satisfaction of the following requirements, which requirements shall, in the case of requirements 6.5.1 to 6.5.3 only, be attested to by way of a Tranche A Borrowing

Certificate to be delivered concurrently with the delivery of the Tranche A Notice of Borrowing relating to such Tranche A Advance:

- 6.5.1 that the Borrower has delivered to the Finnvera Facility Agent a completed Tranche A Borrowing Certificate with copies of all Required Documents annexed thereto, which Tranche A Borrowing Certificate and Required Documents shall reflect that (a) the aggregate principal amount of all Tranche A Advances made to date, together with the principal amount of the proposed Tranche A Advance, does not exceed the sum of (i) the CAD Equivalent of (x) 85% of the portion of the Purchase Price paid to date and (y) costs for local services up to a maximum of 30% of such portion of the Purchase Price paid to date and (ii) up to 100% of the upfront portion of the ECA Premium A; and (b) all invoices which have been issued to the Borrower to date under the NSN Contract and in respect of which the Tranche A Notice of Borrowing referred to in subsection 6.3.2 above has been delivered by the Borrower have been paid in full;
- 6.5.2 that all of the information, reports and other documents and all data, as well as the amendments thereto, provided to the Finnvera Facility Agent or to Finnvera, by or on behalf of the Borrower in connection with the NSN Contract, have been, at the time same were provided, complete, true and accurate in all material respects;
- 6.5.3 that the NSN Contract has not been terminated and has been in full force and effect as of the date of any invoice of NSN which is the object of such requested Tranche A Advance;
- 6.5.4 that the ECA Guarantee has not been terminated and is in full force and effect; and
- 6.5.5 that the Finnvera Facility Agent has not received any request from Finnvera that the Tranche A Advances be suspended unless any such request has since been withdrawn.

The provisions of this Section 6.5 may not be amended or added to, at any time or from time to time, without the written consent and agreement of the Finnvera Facility Agent and the Tranche A Lenders.

7. INTENTIONALLY OMITTED

8. ADDITIONAL COVENANTS

In addition to the affirmative covenants and negative covenants set forth in Articles 12 and 13 of the Credit Agreement, respectively, 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:

8.1 **Payment of Fees and Other Expenses**

Without duplication with Section 12.14 of the Credit Agreement and whether the transactions contemplated by this Schedule “P” are concluded or not and whether or not any part of the Tranche A Credit is actually advanced, in whole or in part, the Borrower shall pay all fees, premiums and reasonable costs and expenses relating to the Tranche A Credit (in each case, subject to providing the Borrower with supporting documentation in relation thereto), including in particular:

- 8.1.1 the reasonable legal fees, costs and expenses incurred by Finnvera, the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders for (i) the negotiation, drafting, signing and/or service of the Commitment Fee Letter, the Credit Agreement, the Security Documents, the ECA Guarantee and all documents accessory thereto, (ii) any amendments, renunciations, consents or examinations pertaining to the Commitment Fee Letter, the Credit Agreement, the Security Documents, the ECA Guarantee and such accessory documents, and (iii) any enforcement of or the making of any claim under the ECA Guarantee, provided that the payment pursuant to this subsection 8.1.1 of fees, costs and expenses incurred by Finnvera shall be subject to and limited to what is permitted by the terms of Section 8.2 of this Schedule “P”; and
- 8.1.2 without duplication with subsection 8.1.1 of this Schedule “P”, all Tranche A Fees.

All amounts due to the Finnvera Facility Agent, the Security Agent and the Tranche A Lenders pursuant to this Schedule “P” shall bear interest at the Default Rate from the date of their disbursement or undertaking or, in the case of the Commitment Fee, the Finnvera Handling Fee and the Tranche A Fees, from the date on which they become due and payable, until the Borrower has repaid same in full, with interest on unpaid interest at the Default Rate. The obligations of the Borrower under this Section 8.1 shall subsist notwithstanding the full repayment of the Term Loan under the provisions hereof.

8.2 **Waiver Fees**

- 8.2.1 The Borrower shall pay to the Finnvera Facility Agent, for the account of Finnvera, all fees owed to the Tranche A Lenders in connection with any decisions taken, amendments consented to and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Tranche A Lenders pursuant to Section 18.14 of the Credit Agreement with respect to any provisions of the Credit Agreement which are either applicable only to the Finnvera Term Facility or are shared between and applicable to both the Revolving Facility and the Finnvera Term Facility (in which latter case, such fees shall only be paid to the Finnvera Facility Agent, for the account of Finnvera, if they are otherwise payable to any other Lenders), the whole
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only to the extent either (a) such decisions, amendments, consents and waivers are taken, consented to or granted by the Tranche A Lenders in the last six (6) months of the Term of the Revolving Facility and in accordance with the request made by the Borrower, or (b) such decisions, amendments, consents and waivers are taken, consented to or granted by the Tranche A Lenders during the Availability Period strictly in connection with a Default or an Event of Default and in accordance with the request made by the Borrower.

- 8.2.2 The Borrower shall also pay to the Finnvera Facility Agent, for the account of Finnvera, all fees owed to the Tranche A Lenders in connection with any decisions taken, amendments consented to and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Tranche A Lenders pursuant to Section 18.15 of the Credit Agreement but, to the extent there are Lenders other than the Tranche A Lenders, only if such fees are otherwise payable to such other Lenders.

8.3 **ECA Guarantee**

If (i) the ECA Guarantee is illegal or becomes illegal or is terminated or no longer in full force and effect or (ii) Finnvera is released from any liability thereunder, and the events in (i) or (ii) above in any way restrict the rights or remedies of the Finnvera Facility Agent under the ECA Guarantee in respect of any amounts already disbursed to the Borrower by way of Tranche A Advances and any interest accrued thereon, the Borrower shall, within 10 days following the date on which the Finnvera Facility Agent makes a written demand therefor, find a replacement guarantee or other instrument satisfactory to all Tranche A Lenders, unless within such 10 day period all Tranche A Lenders confirm in writing that the Borrower is released from its obligations under this covenant, it being understood and agreed that any such replacement guarantee or instrument and any proceeds derived therefrom shall be for the sole and exclusive benefit of the Tranche A Lenders, provided that the Borrower shall not be obligated or liable under this Section 8.3 to the extent the events in (i) or (ii) above are a direct consequence of any act of fraud or bad faith or any gross negligence or wilful misconduct of or on the part of the Finnvera Facility Agent or the Tranche A Lenders.

8.4 **Cancellation of Tranche B Credit**

The Borrower shall have sent to the Finnvera Facility B Agent by no later than the Closing Date an irrevocable written notice requesting the cancellation of the Tranche B Credit and termination of the Tranche B Loan Agreement.

9. **EVENTS OF DEFAULT**

In addition to the events of default set forth in Article 14 of the Credit Agreement, the occurrence of any of the following events shall constitute an Event of Default unless remedied within the prescribed delays or renounced in writing:

- 9.1 if the Borrower fails to pay the ECA Premium A or make any payment of interest or principal with respect to the Term Loan when due, or
- 9.2 if the Borrower fails to respect its obligations and undertakings under Section 8.3, or
- 9.3 if the Borrower or any Guarantor fails to respect any of its obligations and undertakings under this Schedule "P" or another undertaking of the Borrower or any Guarantor with respect to the Term Loan not otherwise contemplated by this Section 9.3 or by Section 14.1 of the Credit Agreement and has not remedied the Default within 15 days following the date on which the Finnvera Facility Agent has given written notice to the Borrower.

10. ASSIGNMENT

10.1 Assignment by the Borrower

The rights of the Borrower under the provisions of the Credit Agreement 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 Tranche A Lenders and rendering any balance outstanding of the amounts referred to in Section 14.2 of the Credit Agreement immediately due and payable at the option of the Tranche A Lenders and further releasing the Tranche A Lenders from any obligation to make any further Tranche A Advances under the provisions of this Schedule "P".

10.2 Assignments and Transfers by the Tranche A Lenders

- 10.2.1 Subject to the written approval of Finnvera, each Tranche A Lender may, at its own cost, assign or transfer to a Person entitled to lend money in Canada (the "**Tranche A Assignee**") in accordance with this Article 10 of this Schedule "P" up to 100% of its rights, benefits and obligations under the Credit Agreement with the prior written consent of the Borrower, which shall not be unreasonably withheld or delayed. After the occurrence of an Event of Default, any Tranche A Lender may transfer all or any part of its rights, benefits and obligations under the Credit Agreement to any Person, without the consent of the Borrower, but upon notice to the Finnvera Facility Agent and the Borrower and subject to the consent of Finnvera.
 - 10.2.2 Notwithstanding subsection 10.2.2 of this Schedule "P", each Tranche A Lender shall be entitled to assign or transfer, at its own cost and without the consent of the Borrower, in accordance with the other provisions of this Article 10 of this Schedule "P", its rights, benefits and obligations under the Credit Agreement, in whole or in part, (i) to Finnvera; (ii) subject to the written approval of Finnvera, after the Availability Period; or (iii) subject to the written approval of Finnvera, to a parent or subsidiary corporation or an Affiliate of such Tranche A Lender or to an Approved Fund.
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- 10.2.3 Notwithstanding anything in this Article 10, a Tranche A Lender may not assign or transfer any of its rights, benefits and obligations under the Credit Agreement, in whole or in part, unless such Tranche A Lender also assigns and transfers, in its capacity as Tranche B Lender and concurrently therewith, the same portion of its rights, benefits and obligations with respect to the Tranche B Loan to the same assignee.

10.3 **Transfer Agreement**

If a Tranche A Lender wishes to assign or transfer all or any of its rights, benefits and obligations under the Credit Agreement in accordance with Section 10.2 of this Schedule "P", then such assignment or transfer shall be effected by the execution and delivery of a duly completed and executed Finnvera Transfer Agreement by such Tranche A Lender to the Finnvera Facility Agent together with a transfer fee of Cdn.\$3,500 (except where the Tranche A Assignee is Finnvera in which case no such transfer fee shall be payable), at least 5 Business Days prior to the effective date of such transfer, whereupon, to the extent that in such Finnvera Transfer Agreement such Tranche A Lender seeks to assign or transfer its rights and obligations under the Credit Agreement:

- 10.3.1 such Tranche A Lender shall be released from further obligations to the Borrower with respect to the portion of the obligations of such Tranche A Lender assumed by the Tranche A Assignee under the Credit Agreement;
- 10.3.2 the Tranche A Assignee shall assume the obligations of such Tranche A Lender under the Credit Agreement and acquire the rights of such Tranche A Lender in respect of the Borrower, without novation of the Borrower's obligations;
- 10.3.3 the Finnvera Facility Agent, such Tranche A Lender and the Tranche A Assignee shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the Tranche A Assignee been an original party to the Credit Agreement with the obligations under the Credit Agreement assumed and the rights acquired by it as a result of such assignment or transfer; and
- 10.3.4 the Borrower, the Finnvera Facility Agent and such Tranche A Lender shall all execute such documents and perform such acts as may be required to give effect to the transfer or assignment.

10.4 **Notice**

The Finnvera Facility Agent shall promptly deliver an executed copy of any Finnvera Transfer Agreement to each party thereto.

10.5 **Sub-Participations**

A Tranche A Lender may, at its own cost, grant one or more sub-participations in its rights, benefits and obligations under the Credit Agreement, provided that, notwithstanding any such sub-participation, such Tranche A Lender shall remain, insofar as the Borrower and the Finnvera Facility Agent are concerned, as the Tranche A Lender responsible under the Credit Agreement, and the Borrower shall not be obliged to recognize any such sub-participant as having the rights against it which it would have if it had been a party to the Credit Agreement.

10.6 **General**

Notwithstanding anything contained in this Article:

- 10.6.1 The Finnvera Facility Agent shall act as agent for each Tranche A Assignee and, in this connection, with respect to all decisions, notices and other matters relating to anything referred to in this Schedule "P" or in the Credit Agreement relating to the Finnvera Term Facility, the Borrower shall only be obliged to give notice to or request consents from the Finnvera Facility Agent; and
- 10.6.2 the amounts payable by the Borrower under this Schedule "P" shall not increase, whether in respect of withholding on account of taxes or otherwise, as a result of any such assignment or transfer to a Tranche A Assignee which is a non-resident of Canada as defined in the Income Tax Act (Canada).

11. **THE FINNVERA FACILITY AGENT AND THE TRANCHE A LENDERS**

11.1 **Authorization of Finnvera Facility Agent**

- 11.1.1 Each Tranche A Lender hereby irrevocably appoints and authorizes the Finnvera Facility Agent to act for all purposes as its agent under and in connection with the Finnvera Term Facility (including, without limitation, its role as guarantee holder of the ECA Guarantee for and on behalf of the Tranche A Lenders pursuant to the ECA Guarantee) with such powers as are expressly delegated to the Finnvera Facility Agent by the terms of the Credit Agreement and/or the ECA Guarantee, 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 Finnvera Facility Agent shall have no duties or responsibilities except those expressly set forth in this Schedule "P". As to any matters not expressly provided for by this Schedule "P", the Finnvera Facility Agent shall act under or in connection with this Schedule "P" in accordance with the instructions of the Tranche A Lenders in accordance with the provisions of this Article 11, but, in the absence of any such instructions, the Finnvera Facility Agent may (but
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shall not be obliged to) act as it shall deem fit in the best interests of the Tranche A Lenders, and any such instructions and any action taken by the Finnvera Facility Agent in accordance with this Article 11 shall be binding upon each Tranche A Lender. The Finnvera Facility Agent shall not, by reason of the Credit Agreement and/or the ECA Guarantee, be deemed to be a trustee for the benefit of any Tranche A Lender, the Borrower or any other Person and the Finnvera Facility Agent's duties under this Schedule "P" and/or the ECA Guarantee are solely mechanical and administrative in nature. Neither the Finnvera Facility Agent nor any of its directors, officers, employees or agents shall be responsible to the Tranche A Lenders for any recitals, statements, representations or warranties contained in the Credit Agreement or in any certificate or other document referred to, or provided for in (including, without limitation, the ECA Guarantee), or received by any of them under, the Credit Agreement and/or the ECA Guarantee, for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Credit Agreement, or any other document referred to or provided for in the Credit Agreement (including, without limitation, the ECA Guarantee) or any collateral provided for by the Credit Agreement or for any failure by the Borrower to perform its obligations under the Credit Agreement. The Finnvera Facility Agent may employ agents and attorneys-in-fact to assist the Finnvera Facility Agent 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 Finnvera Facility 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 with the Credit Agreement (including, without limitation, the ECA Guarantee), except for its or their own gross negligence or wilful misconduct.

11.2 **Finnvera Facility Agent's Responsibility**

- 11.2.1 The Finnvera Facility Agent shall be entitled to rely upon any certificate, notice or other document (including any cable, telegram, telex or facsimile) 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 Finnvera Facility Agent. The Finnvera Facility Agent may deem and treat each Tranche A Lender as the holder of the Tranche A Commitment in the Term Loan made by such Tranche A Lender for all purposes hereof unless and until a Tranche A Assignment has been completed in accordance with Section 10.2 of this Schedule "P".
- 11.2.2 The Finnvera Facility Agent shall not be deemed to have knowledge of the occurrence of a Default or Event of Default unless the Finnvera Facility Agent has received notice from the Agent, a Tranche A Lender
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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 Finnvera Facility 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 Finnvera Facility Agent shall promptly give notice thereof to the Tranche A Lenders.

- 11.2.3 The Finnvera Facility Agent shall have no responsibility, (a) to the Borrower on account of the failure of any Tranche A Lender to perform its obligations under the Credit Agreement, or (b) to any Tranche A Lender on account of the failure of (i) the Borrower to perform its obligations under the Credit Agreement or (ii) Finnvera to perform its obligations under the ECA Guarantee.
- 11.2.4 Each Tranche A Lender severally represents and warrants to the Finnvera Facility 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 Tranche A Commitment in the Term Loan under this Schedule “P” and has not relied on any information provided to such Tranche A Lender by the Finnvera Facility Agent in connection with the Credit Agreement (including, without limitation, the ECA Guarantee), and each Tranche A Lender represents and warrants to the Finnvera Facility Agent that it shall continue to make its own independent appraisal of the creditworthiness of the Borrower while the Term Loan is outstanding or the Tranche A Lenders have any obligations under the Credit Agreement.

11.3 **Rights of Finnvera Facility Agent as Tranche A Lender**

With respect to its Tranche A Commitment in the Term Loan, the Finnvera Facility Agent in its capacity as a Tranche A Lender shall have the same rights and powers under the Credit Agreement as any other Tranche A Lender and may exercise the same as though it were not acting as the Finnvera Facility Agent and the term “Tranche A Lender” shall, unless the context otherwise indicates, include the Finnvera Facility Agent in its capacity as a Tranche A Lender. The Finnvera Facility Agent may (without having to account therefor to any Tranche A 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 Finnvera Facility Agent and may accept fees and other consideration from the Borrower for customary services in connection with the Credit Agreement and the Term Loan and otherwise without having to account for the same to the Tranche A Lenders.

11.4 **Indemnity**

Each Tranche A Lender agrees to indemnify the Finnvera Facility Agent, to the extent not otherwise reimbursed by the Borrower, rateably in accordance with its respective Tranche A Commitment, 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 Finnvera Facility Agent in any way relating to or arising out of the Credit Agreement, the Security Documents or any other documents contemplated by or referred to in the Credit Agreement, the Security Documents or such other documents or the transactions contemplated by the Credit Agreement (including, without limitation, the ECA Guarantee), the Security Documents or such other documents (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 under the Credit Agreement) or the enforcement of any of the terms of the Credit Agreement, the Security Documents or such other documents (including, without limitation, the ECA Guarantee), provided that no Tranche A Lender shall be liable for any of the foregoing to the extent they arise from the Finnvera Facility Agent's gross negligence or wilful misconduct.

11.5 Notice by Finnvera Facility Agent to Tranche A Lenders

As soon as practicable after its receipt thereof, the Finnvera Facility Agent will forward to each Tranche A Lender a copy of each report, notice or other document required by the Credit Agreement to be delivered to the Finnvera Facility Agent for such Tranche A Lender.

11.6 Protection of Finnvera Facility Agent

- 11.6.1 The Finnvera Facility Agent shall not be required to keep itself informed as to the performance or observance by the Borrower of the Credit Agreement or any other document referred to or provided for in the Credit Agreement or such other document or to inspect the properties or books of the Borrower. Except (in the case of the Finnvera Facility Agent) for notices, reports and other documents and information expressly required to be furnished to the Tranche A Lenders by the Finnvera Facility Agent under the Credit Agreement, the Finnvera Facility Agent shall have no duty or responsibility to provide any Tranche A Lender with any credit or other information concerning the affairs or financial condition of the Borrower which may come to the attention of the Finnvera Facility Agent, except where provided to the Finnvera Facility Agent for the Tranche A Lenders, provided that such information does not confer any advantage to the Finnvera Facility Agent as a Tranche A Lender over the other Tranche A Lenders. Nothing in the Credit Agreement shall oblige the Finnvera Facility Agent to disclose any information relating to the Borrower if such disclosure would or might, in the opinion of the Finnvera Facility Agent, constitute a breach of any Applicable Laws or duty of secrecy or confidence.
- 11.6.2 Unless the Finnvera Facility Agent shall have been notified in writing or by telegraph, telex or facsimile by any Tranche A Lender, prior to the date of a Tranche A Advance requested under this Schedule "P" or the
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Tranche A Rollover Date, that such Tranche A Lender does not intend to make available to the Finnvera Facility Agent such Tranche A Lender's proportionate share of such Tranche A Advance, based on its Tranche A Commitment, the Finnvera Facility Agent may assume that such Tranche A Lender has made such Tranche A Lender's Tranche A Commitment in such Tranche A Advance available to the Finnvera Facility Agent on the date of such Tranche A Advance and the Finnvera Facility Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Finnvera Facility Agent by such Tranche A Lender (and such amount was disbursed by the Finnvera Facility Agent to the Borrower), the Finnvera Facility Agent shall be entitled to recover such amount (together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances) on demand from such Tranche A Lender or, if such Tranche A Lender fails to reimburse the Finnvera Facility Agent for such amount on demand, from the Borrower.

- 11.6.3 Unless the Finnvera Facility Agent shall have been notified in writing or by telegraph, telex or facsimile by the Borrower, prior to the date on which any payment is due, to the Finnvera Facility Agent or the Tranche A Lenders under the Credit Agreement that the Borrower does not intend to make such payment, the Finnvera Facility Agent may assume that the Borrower has made such payment when due and the Finnvera Facility Agent may, in reliance upon such assumption, make available to each Tranche A Lender on such payment date an amount equal to such Tranche A 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 Finnvera Facility Agent, each Tranche A Lender shall forthwith on demand repay to the Finnvera Facility Agent the amount made available to such Tranche A Lender (together with interest at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances).

11.7 **Notice by Tranche A Lenders to Finnvera Facility Agent**

Each Tranche A Lender shall endeavour to use its best efforts to notify the Finnvera Facility Agent of the occurrence of any Default or Event of Default forthwith upon becoming aware of such event, but no Tranche A Lender shall be liable if it fails to give such notice to the Finnvera Facility Agent.

11.8 **Sharing Among the Tranche A Lenders**

Without duplication with Section 18.8 of the Credit Agreement:

- 11.8.1 Each Tranche A Lender agrees that as amongst themselves, except as otherwise provided for by the provisions of the Credit Agreement, all
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amounts received by the Finnvera Facility Agent, in its capacity as agent of the Tranche A Lenders, pursuant to the Credit Agreement or any other document contemplated by the Credit Agreement (including, without limitation, in its role as guarantee holder for and on behalf of the Tranche A Lenders pursuant to the ECA Guarantee) (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 Tranche A Lender in relation to the Credit Agreement (including, without limitation, the ECA Guarantee) shall be shared by each Tranche A Lender *pro rata*, in accordance with their respective Tranche A Commitment and each Tranche A Lender undertakes to do all such things as may be reasonably required to give full effect to this Section 11.8. If any amount which is so shared is later recovered from the Tranche A Lender who originally received it, each other Tranche A Lender shall restore its proportionate share of such amount to such Tranche A Lender, without interest. The Finnvera Facility Agent shall not be bound to account to any Tranche A Lender for any sum or the profit element of any sum received by it for its own account.

- 11.8.2 As a necessary consequence of the foregoing, each Tranche A Lender shall share, in a percentage equal to its Tranche A Commitment, any losses incurred as a result of any Default or Event of Default by the Borrower, and shall pay to the Finnvera Facility Agent, within two (2) Business Days following a request by the Finnvera Facility Agent, any amount required to ensure that such Tranche A Lender bears its *pro rata* share of such losses, if any. Such obligation 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 Tranche A Lender may have against the Finnvera Facility Agent, 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 the Credit 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 Tranche A Lender does not make available the amount required under this Section 11.8, the Finnvera Facility Agent shall be entitled to recover such amount on demand from such Tranche A Lender, together with interest thereon at the rate determined by the Finnvera Facility Agent as being its cost of funds in the circumstances from the date of non-payment until such amount is paid in full.
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11.9 Procedure with respect to Tranche A Advances

Subject to the provisions of this Schedule “P”, upon receipt of a Tranche A Notice of Borrowing or a Notice of New Tranche A Designated Period from the Borrower and no later than three (3) Business Days prior to the date of the proposed Tranche A Advance or the Tranche A Rollover Date, the Finnvera Facility Agent shall, without delay, advise each Tranche A Lender of the receipt of such notice, of the date of such Tranche A Advance or the Tranche A Rollover Date, of its proportionate share of the amount of each Tranche A Advance or continuation thereof and of the relevant details of the Finnvera Facility Agent’s account(s). Each Tranche A Lender shall disburse its proportionate share of each Tranche A Advance, taking into account its Tranche A Commitment, and shall make it available to the Finnvera Facility Agent on the date of the Tranche A Advance fixed by the Borrower, by depositing its proportionate share of the Tranche A Advance in the Finnvera Facility Agent’s account in Canadian Dollars or US Dollars, as the case may be. Once the Borrower has fulfilled the conditions stipulated in this Schedule “P”, the Finnvera Facility Agent will make such amounts available to the Borrower on the date of the Tranche A Advance, at the Finnvera Facility Agency Branch, and, in the absence of other arrangements made in writing between the Finnvera Facility Agent and the Borrower, by transferring or causing to be transferred an equivalent amount in accordance with the instructions of the Borrower which appear in the Tranche A Notice of Borrowing with respect to each Tranche A Advance; however, the obligation of the Finnvera Facility Agent with respect to this Section 11.9 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 Finnvera Facility Agent shall not be liable for damages, claims or costs imputed to the Borrower and resulting from the fact that the amount of a Tranche A Advance did not arrive at its agreed-upon destination.

11.10 Accounts kept by each Tranche A Lender

Each Tranche A Lender shall keep in its books, in respect of its Tranche A Commitment, accounts for the Tranche A CDOR Advances and other amounts payable by the Borrower to such Tranche A Lender under the Credit Agreement. Each Tranche A Lender shall make appropriate entries showing, as debits, the amount of the Debt of the Borrower to it in respect of the Tranche A CDOR Advances, the amount of all accrued interest and any other amount due to such Tranche A Lender pursuant to the Credit Agreement 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 Tranche A Lender pursuant to the Credit Agreement. These accounts shall constitute (in the absence of manifest error or of contradictory entries in the accounts of the Finnvera Facility Agent referred to in Section 3.5 of this Schedule “P”) *prima facie* evidence of their content against the Borrower.

The accounts which are maintained by the Finnvera Facility Agent shall constitute, except in the case of manifest error, *prima facie* proof of the amounts advanced by the Tranche A Lenders, the interest and other amounts due to them and the payments of principal, interest or others made to the Tranche A Lenders.

11.11 Binding Determinations

The Finnvera Facility Agent shall proceed in good faith to make any determination which is required in order to apply the Credit Agreement and, once made, such determination shall be final and binding upon all parties, except in the case of manifest error.

11.12 Amendment of Article 11

The provisions of this Article 11 relating to the rights and obligations of the Tranche A Lenders and the Finnvera Facility Agent *inter se* may not be amended or added to, at any time or from time to time, without the consent and agreement of the Finnvera Facility Agent and the Tranche A Lenders by way of an instrument in writing, which instrument in writing shall validly and effectively amend or add to any or all of the provisions of this Article affecting the Tranche A Lenders without requiring the execution of such instrument in writing by the Borrower.

11.13 Provisions for the Benefit of Tranche A Lenders Only

The provisions of this Article 11 relating to the rights and obligations of the Tranche A Lenders and Finnvera Facility Agent *inter se* shall be operative as between the Tranche A Lenders and Finnvera Facility 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 11.2.3 of this Schedule "P" shall be applicable as between the Borrower, the Guarantors (if applicable) and the Finnvera Facility Agent.

11.14 Resignation of Finnvera Facility Agent

- 11.14.1 Notwithstanding the irrevocable appointment of the Finnvera Facility Agent, the Majority Tranche A Lenders and the Majority Tranche B Lenders (as defined in the Tranche B Loan Agreement) may collectively (with the consent of the Borrower), upon giving the Finnvera Facility Agent thirty (30) days prior written notice to such effect, terminate the Finnvera Facility Agent's appointment under this Schedule "P" provided that a successor Finnvera Facility Agent has been appointed at or prior to the expiry of such notice.
 - 11.14.2 The Finnvera Facility Agent may resign its appointment under this Schedule "P" at any time without giving any reason therefor by giving written notice to such effect to each of the Borrower and the Tranche A Lenders. Such resignation shall not be effective until a successor Finnvera Facility Agent has been appointed.
 - 11.14.3 In the event of any such notice of termination or resignation, the Majority Tranche A Lenders and the Majority Tranche B Lenders (as defined in the Tranche B Loan Agreement) shall collectively appoint a successor Finnvera Facility 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 Finnvera
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Facility Agent shall be discharged from any further obligations under the Credit Agreement but shall remain entitled to the benefit of the provisions of this Article 11 and the Finnvera Facility Agent's successor and each of the Borrower and the Tranche A Lenders shall have the same rights and obligations among themselves as they would have had if such successor had originally acted as agent under the Finnvera Term Facility. If the Majority Tranche A Lenders and the Majority Tranche B Lenders have not collectively appointed a successor Finnvera Facility Agent within thirty (30) days of the delivery of any notice of termination or resignation as set forth above, the Finnvera Facility Agent (with the consent of the Borrower, which consent shall not be unreasonably withheld or delayed) may appoint a successor Finnvera Facility Agent.

12. NOTICES

Except where otherwise specified in this Schedule "P", all notices, requests, demands or other communications between the Finnvera Facility Agent, the Tranche A Lenders and the Borrower 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, when delivered to the party (by certified mail, postage prepaid, or electronic mail or by facsimile or by physical delivery) to the address of such party and to the attention indicated under the signature of such party to the Amending Agreement or to any other address which said parties 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 e-mailed or telecopied before 3:00 P.M. (time of recipient) on a Business Day, on that day and if telecopied after 3:00 P.M. (time of recipient) on a Business Day, on the Business Day next following the date of transmission. If normal postal or electronic mail 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.

13. REVERSAL OF DECISIONS, AMENDMENTS AND WAIVERS

Upon the expiry of the Term (as such Term may be further extended from time to time) of and the cancellation of the Revolving Facility, the Tranche A Lenders shall have the option but not the obligation to, in their sole discretion and with the prior written consent of the Majority Tranche A Lenders, reverse any decisions taken, amendments made and waivers and consents granted to the Borrower (further to the request of the Borrower for same) by the Majority Lenders at any time during the last six (6) months of the Term of the Revolving Facility with respect to any provisions of the Credit Agreement which are shared between and applicable to the Revolving Facility and the Finnvera Term Facility, the whole to the extent that the Majority Tranche A Lenders did not vote in favour of such decision, amendment, waiver or consent.

14. DECISIONS, AMENDMENTS AND WAIVERS

The Borrower agrees and acknowledges that in connection with any request made by it for any material amendment, consent or waiver under the Loan Documents, the Finnvera Facility Agent shall seek the consent of Finnvera and comply with the written instructions and notices of Finnvera in respect of any such request.

15. CONFIDENTIALITY

Each of the Finnvera Facility Agent and the Tranche A Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) on a need to know basis, to its Affiliates and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (to the extent necessary to administer or enforce the Credit Agreement) (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and will be bound and instructed to keep such Information confidential); (b) to the extent requested by any regulatory authority having jurisdiction over it (including any self-regulatory authority); (c) to the extent required by Applicable Law or other legal process; (d) to any other party to the Credit Agreement; (e) to the extent reasonable, in connection with the exercise of any remedies under the Credit Agreement or any action or proceeding relating to the Credit Agreement or the enforcement of rights under the Credit Agreement; (f) subject to an agreement containing provisions substantially the same as those of this Article, to (x) any Tranche A Assignee or participant in, or any prospective Tranche A Assignee of or participant in, any of its rights or obligations under this Schedule "P" and (y) any actual or prospective counterparty (or its advisors) to any swap, hedge, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations; (g) to any Person with the consent of the Borrower; (h) to any Person to the extent such Information (x) is or becomes publicly available other than as a result of a breach of this Article or (y) becomes available to the Finnvera Facility Agent or any Tranche A Lender on a non-confidential basis from a source other than the Borrower and provided such source has not, to the knowledge of the Finnvera Facility Agent or such Tranche A Lender, breached a duty of confidentiality owed to the Borrower, the Finnvera Facility Agent or the Tranche A Lenders; (i) to Finnvera; or (j) to NSN, to the extent necessary in the reasonable opinion of the Finnvera Facility Agent and only in respect of the mechanics of the disbursement of Tranche A Advances. For purposes of this Article, "Information" means all information relating to the Borrower or any of its Affiliates or any of their respective businesses including all information relating to the transactions contemplated by this Schedule "P", other than any such information that is available to the Finnvera Facility Agent or any Tranche A Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Article shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Finnvera Facility Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Schedule "P"), it being understood that the Person to whom such disclosure is

made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers. In addition, and notwithstanding anything in this Schedule "P" to the contrary, the Finnvera Facility Agent and the Tranche A Lenders may disclose the existence of the credit facilities established under this Schedule "P" and non-sensitive information relating to same to Finnvera (who may publish same on their website), market data collectors, recognized trade publishers and similar service providers for general circulation in the loan market and/or for general advertising purposes.

EXHIBIT "P-1" - LIST OF TRANCHE A LENDERS AND TRANCHE A COMMITMENTS

Tranche A Lender	Tranche A Commitment (Cdn.\$)	Tranche A Commitment (%)
The Toronto-Dominion Bank	\$37,500,000	50.0%
HSBC Bank plc	\$28,125,000	37.5%
Sumitomo Mitsui Banking Corporation of Canada	\$9,375,000	12.5%
Total	\$75,000,000	100%

EXHIBIT "P-1A" - TRANCHE A NOTICE OF BORROWING

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: **VIDÉOTRON LTÉE**

DATE:

1) This Tranche A Notice of Borrowing is delivered to you pursuant to Section 3.1 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Unless otherwise indicated herein, all defined terms set forth in this Tranche A Notice of Borrowing shall have the respective meanings set forth in Exhibit "P-5" to Schedule "P" to the Credit Agreement.

2) We hereby request a Cdn.\$ _____ (representing the CAD Equivalent of US\$ _____) Tranche A Advance under the Finnvera Facility A of the Credit Agreement as follows:

(a) Date of Tranche A Advance: _____

(b) Amount of Tranche A Advance: _____

(c) Tranche A Designated Period: _____

(d) Payment instruction (if any): _____

3) We have understood the provisions of Schedule "P" to the Credit Agreement which are relevant to the furnishing of this Tranche A Notice of Borrowing. To the extent that this Tranche A Notice of Borrowing evidences, attests or confirms compliance with any covenants or conditions precedent provided for in the Credit Agreement (including, without limitation, those set forth in Schedule "P" to 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, 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 such 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) All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement, as supplemented by Article 8 of Schedule "P" to the Credit Agreement, together

with all of the conditions precedent to a Tranche A Advance and all other terms and conditions contained in the Credit Agreement have been fully complied with.

(c) No Event of Default (as defined in the Credit Agreement) has occurred and no Default (as defined in the Credit Agreement) has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

EXHIBIT "P-1B" – NOTICE OF NEW TRANCHE A DESIGNATED PERIOD AND CERTIFICATE

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: **VIDÉOTRON LTÉE**

DATE:

1) This Notice of New Tranche A Designated Period and Certificate is delivered to you pursuant to Section 3.3 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Unless otherwise indicated herein, all defined terms set forth in this Notice of New Tranche A Designated Period and Certificate shall have the respective meanings set forth in EXHIBIT "P-5" to Schedule "P" to the Credit Agreement.

2) We hereby request that you continue the Tranche A Advances made under the Finnvera Facility A of the Credit Agreement as follows:

(a) Tranche A Rollover Date:

(b) Amount of Tranche A Advances to be rolled over (*minimum Cdn. \$1,000,000 or such smaller amount corresponding to the Tranche A CDOR Advance Amount, as applicable, of the Tranche A Advances to be continued hereunder*):

(c) New Tranche A Designated Period:

(d) Payment instruction (if any)

3) We have understood the provisions of Schedule "P" to the Credit Agreement which are relevant to the furnishing of this Notice of New Tranche A Designated Period and Certificate. To the extent that this Notice of New Tranche A Designated Period and Certificate evidences, attests or confirms compliance with any covenants provided for in the Credit Agreement (including, without limitation, those set forth in Schedule "P" to 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 have been complied with. For greater certainty, none of the conditions precedent provided for in the Credit Agreement (other than that set forth in subsection 6.2.1 of Schedule "P" to the Credit Agreement) shall apply in respect of this Notice of New Tranche A Designated Period and Certificate and the continuation of the Tranche A Advances requested hereunder.

4) WE HEREBY CERTIFY THAT, 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 such 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) All of the covenants of the Borrower contained in Articles 12 and 13 of the Credit Agreement, as supplemented by Article 8 of Schedule "P" to the Credit Agreement and all other terms and conditions contained in the Credit Agreement have been fully complied with.

(c) No Event of Default (as defined in the Credit Agreement) has occurred and no Default (as defined in the Credit Agreement) has occurred and is continuing.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

EXHIBIT "P-2" - NOTICE OF REPAYMENT

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: **VIDÉOTRON LTÉE**

DATE:

- 1) This notice of repayment is delivered to you pursuant to Section 5.2 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement"). All defined terms set forth in this notice shall have the respective meanings set forth in Schedule "P" to the Credit Agreement.
- 2) We hereby advise you that we will be repaying the sum of Cdn.\$ _____ on _____ as follows [**indicate amount payable in respect of the Finnvera Facility A as well as the type of Tranche A Advance to be repaid**].
- 3) As to an amount of Cdn. \$ _____, the above-mentioned payment should be treated as a [**voluntary repayment/prepayment**] under Section 5.2 of Schedule "P" to the Credit Agreement, which we understand will have the effect of reducing the amount of the Finnvera Facility A by an equal amount (or by an equivalent amount, if in US\$).

Yours truly,

VIDÉOTRON LTÉE

Per: _____
Name:
Title:

EXHIBIT "P-3" – OFFICER'S CERTIFICATE

I, the undersigned, _____, the _____, of Vidéotron Ltée (the "**Borrower**"), do hereby certify as follows:

- (a) I have taken cognizance of all the terms and conditions of the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, as well as of all contracts, agreements and deeds pertaining thereto; and
- (b) no Default or Event of Default has occurred nor exists thereunder; and
- (c) the corporate structure of the VL Group is as set out in the diagram attached to this certificate; and
- (d) all of the movable property owned by the VL Group as of the date hereof is located in the province of Québec and in Ontario and, with respect to Videotron US Inc. only, in the United States;
- (e) each member of the VL Group holds the permits, Licences, licences and authorizations required in order to permit it to possess its property and its real estate and to carry on its business in the manner in which it is being carried on at present; and
- (f) the performance by the Borrower of its obligations under the NSN Contract in accordance with its terms and the completion of the transactions contemplated therein do not require any consents or approvals, do not violate any Applicable Laws, and do not conflict with, violate or constitute a breach under the documents of incorporation or by-laws of the Borrower.

All expressions referred to herein have the meanings ascribed to them in the Credit Agreement.

Executed at the City of Montreal, Province of Quebec this _____ day of _____, 2011.

Encl.

EXHIBIT “P-4” – FINNVERA TRANSFER AGREEMENT

TO: **HSBC BANK PLC** (the “**Finnvera Facility Agent**”); and

VIDÉOTRON LTÉE (the “**Borrower**”)

WHEREAS the Borrower entered into a Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may have been further amended, restated, supplemented or otherwise modified from time to time (the “**Credit Agreement**”), with the Finnvera Facility Agent, as Finnvera Facility agent and Tranche A Lender, and with other Tranche A Lenders, whereby the Tranche A Lenders agreed to provide the Borrower with certain credit facilities; and

WHEREAS pursuant to and in accordance with Article 10 of Schedule “P” to the Credit Agreement, a Tranche A Lender may, [**with the prior consent of and/or notice to the Borrower/the Finnvera Facility Agent/Finnvera** (*include as applicable in the circumstances*)] assign or transfer all or any of its rights, benefits and obligations under the Credit Agreement by duly completing, executing and delivering to the Finnvera Facility Agent and to the Borrower this Finnvera Transfer Agreement; and

WHEREAS _____ (the “**Transferor**”) wishes to assign or transfer to _____ (the “**Assignee**”) the rights, benefits and obligations of the Transferor under the Credit Agreement specified herein;

WHEREAS [**the Borrower/the Finnvera Facility Agent/Finnvera** (*include as applicable in the circumstances*)] have [**consented/been notified** (*include as applicable in the circumstances*)] in writing to such assignment or transfer pursuant to the provisions of Article 10 of Schedule “P” to the Credit Agreement [**and have reiterated their consent hereby** (*include as applicable in the circumstances*)];

NOW THEREFORE in consideration of the foregoing and of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the signatories hereto agree as follows:

1. Unless otherwise indicated herein, all capitalized terms defined in Exhibit “P-5” of Schedule “P” to the Credit Agreement and not otherwise defined herein have the same meaning as in Exhibit “P-5” of Schedule “P” to the Credit Agreement.

2. The Transferor assigns and transfers to the Assignee the following rights, benefits and obligations, without warranty (the “**Transfer**”):

(description of the transferred rights, benefits and obligations, indicating retained interest or fees, if applicable, extent of the Assignee’s interest and any applicable arrangements if any Tranche A CDOR Advances are outstanding at the time of the Assignment)

(the “**Transferred Rights**” and the “**Transferred Obligations**”, as applicable). The Transfer shall be effective as of _____, _____.

3. If the Tranche A Advances made by the Assignee are less than the proportionate share of all Tranche A Advances based on the Tranche A Commitment of the Assignee in the Tranche A Credit, the Assignee shall, on demand, indemnify the Transferor in respect of the principal amount of the corresponding Tranche A Advances made by the Transferor in excess of the Transferor’s Tranche A Commitment. The Tranche A Advances in respect of which the Assignee is bound to indemnify the Transferor are set out in Schedule “B” hereto. On the effective date of the Transfer, the Transferor shall pay to the Assignee the indemnity fees in respect of [**Tranche A CDOR Advances**] in the amounts specified in Schedule “B” during the period in which the Assignee is to indemnify the Transferor.

4. The Assignee accepts the Transfer and assumes the Transferred Obligations without novation and without warranty (the “**Assumption**”). The Assignee acknowledges and accepts that the Assignee and the Agent (as defined in the Credit Agreement) are solidary creditors of the Borrower and the Guarantors (as defined in the Credit Agreement) in respect of all amounts, liabilities and other obligations, present and future, of the Borrower and the Guarantors (as defined in the Credit Agreement) to each of them under the Credit Agreement as contemplated by Section 18.1.2 of the Credit Agreement and in accordance with Article 1541 of the *Civil Code of Quebec*.

5. The Transfer and the Assumption are governed by and subject to Article 10 of Schedule “P” to the Credit Agreement.

6. The Transferor and the Assignee acknowledge that arrangements have been made between them as to the portion, if any, of Tranche A Fees and interest received or to be received by the Transferor pursuant to Schedule “P” to the Credit Agreement and to be paid by the Transferor to the Assignee.

7. The Assignee acknowledges and confirms that it has not relied upon and that neither the Transferor nor the Finnvera Facility Agent has made any representation or warranty whatsoever as to the due execution, legality, effectiveness, validity or enforceability of the Credit Agreement or any other documentation or information delivered by the Transferor or the Finnvera Facility Agent to the Assignee in connection therewith or for the performance thereof by any party thereto or for the performance of any obligation by any Subsidiary (as defined in the Credit Agreement) or for the financial condition of the Borrower or of any Subsidiary. All representations, warranties and conditions expressed or implied by law or otherwise are hereby excluded.

8. The Assignee represents and warrants that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, affairs, status and nature of the Borrower and has not relied and will not hereafter rely on the Transferor and/or the Finnvera Facility Agent to appraise or keep under review on its behalf the financial condition, creditworthiness, affairs, status or nature of the Borrower. The Assignee acknowledges and agrees that it has no right to obtain any non-public information directly from the Borrower and that it will request any information it requires solely from the Finnvera Facility Agent.

9. Each of the Transferor and the Assignee represents and warrants to the other and to the Finnvera Facility Agent, the other Tranche A Lenders and the Borrower, that it has the right, capacity and power to enter into the Transfer and the Assumption in accordance with the terms hereof and to perform its obligations arising therefrom, and all action required to authorize the execution and delivery hereof and the performance of such obligations has been duly taken.

10. This Finnvera Transfer Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada.

11. The parties confirm having requested that this document be drafted in the English language. Les parties confirment avoir requis que ce document soit rédigé en langue anglaise.

Following the Transfer and Assumption, Exhibit "P-1" to Schedule "P" to the Credit Agreement will be replaced by Schedule "A" annexed hereto.

AND THE PARTIES HAVE SIGNED AS OF _____, 20 _____.

_____,
as Transferor

_____,
as Assignee

Per: _____

Per: _____

Per: _____

Per: _____

[CONSENTED TO AND ACKNOWLEDGED:] (include and adjust signatories as applicable in the circumstances)

FINNVERA PLC

VIDÉOTRON LTÉE

Per: _____

Per: _____

Per: _____

Per: _____



EXHIBIT “P-5” – INTERPRETATION AND DEFINITIONS

Definitions

Capitalized terms used and not otherwise defined in this Schedule “P” have the meanings ascribed thereto in the Credit Agreement. The following words and expressions, when used in Schedule “P” or in any agreement supplementary to the Credit Agreement, unless the contrary is stipulated, have the following meaning:

“**Amending Agreement**” means the Tenth Amending Agreement to the Credit Agreement dated as of November 13, 2009 between, *inter alia*, the Borrower, the Agent, the Finnvera Facility Agent, and certain lenders;

“**Availability Period**” means, with respect to the Finnvera Term Facility, the period from the Signing Date (subject to satisfying the conditions precedent set forth in Article 6 of Schedule “P”) until the earlier of

(i) the date falling 24 months after the Signing Date and (ii) the full utilization, cancellation or termination of the Finnvera Term Facility;

“**Business Day**” means any day, except Saturdays, Sundays and other days which in Montreal or Toronto (Canada) or London (England) or, to the extent Finnvera becomes a Tranche A Assignee under Schedule “P” or is subrogated into the rights of any Tranche A Lender, Helsinki (Finland), are holidays or days on which banking institutions are not authorized to be open or required by law or by local proclamation to close;

“**CAD Equivalent**” means the equivalent in Canadian Dollars of any value or sum denominated in US Dollars using the rate of exchange quoted by the Bank of Canada as the noon mid-market spot rate for such conversion on the day preceding the Business Day on which such determination is made;

“**CDOR Rate**” means, with respect to any Tranche A Designated Period of 30 to 183 days relating to a Tranche A CDOR Advance, the annual rate of discount or interest which is the arithmetic average of the discount rates (rounded upwards to the nearest multiple of 0.01%) for bankers’ acceptances denominated in Canadian Dollars for such term and face amount identified as such on the Reuters Screen CDOR Page at approximately 10:00 A.M. (Montreal time) on the date on which such Tranche A CDOR Advance is to be made or on the Tranche A Rollover Date, as the case may be, or if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Finnvera Facility Agent after 10:00 A.M. (Montreal time) to reflect any error in any posted rate or in the posted average annual rate). If the rate does not appear on the Reuters Screen CDOR Page as contemplated above, then the CDOR Rate on any day shall be calculated by the Finnvera Facility Agent at the arithmetic average of the discount rates (rounded upwards to the nearest multiple of 0.01%) for bankers’ acceptances denominated in Canadian Dollars for such term comparable to the Tranche A Designated Period and such face amount comparable to the Tranche A CDOR Advance Amount of, and as quoted by, the Schedule “I” Reference Banks, as of 10:00 A.M. (Montreal time) on that day, or if that day is not a Business Day, then on the immediately preceding Business Day. Each calculation by the Finnvera Facility Agent of the CDOR Rate shall be binding and conclusive for all purposes, absent manifest error;

“**Commitment Fee Letter**” means the letter agreement dated November 13, 2009 entered into between the Borrower and the Finnvera Facility Agent, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**Cost of Funds**” means a Tranche A Lender’s cost of funds as determined by it and expressed as an annual rate to borrow Canadian dollars for a Tranche A Designated Period including, *inter alia*, as the case may be, the cost of keeping base, excess or emergency reserves (as may be required from time to time by Law and competent authorities), the cost of Canada deposit insurance and any tax or assessment that must be deducted or withheld by such Tranche A Lender, as applicable, and as described by such Tranche A Lender to the Borrower by way of a statement which sets forth the calculations used in determining such cost of funds;

“**Cost of Funds Basis**” means the basis of calculation of interest on the Tranche A Advances, or any part thereof, made or deemed to have been made in accordance with the provisions of Sections 3.9 and 3.11 of Schedule “P”, respectively;

“**Credit Agreement**” means the credit agreement dated as of November 28, 2000 entered into among, *inter alia*, the Borrower, the financial institutions party thereto from time to time and Royal Bank of Canada, as administrative agent (as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented, amended and restated or otherwise modified from time to time);

“**Default Rate**” means, for any day, the CDOR Rate which would apply to bankers’ acceptances with a period of one month, plus 4%;

“**Domestic Tranche A Lender**” means a Tranche A Lender who is a resident of Canada (within the meaning of the *Income Tax Act* (Canada)) and any other Tranche A Lender who has the ability to fund via the CDOR Rate;

“**ECA Guarantee**” means the Buyer Credit Guarantee Agreement Bc 112-08 dated November 13, 2009 (and the General Conditions for Buyer Credit Guarantees dated March 1, 2004 annexed thereto) granted by ECA to and in favour of, among others, the Tranche A Lenders, in connection with, *inter alia*, the Finnvera Term Facility, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**ECA Premium A**” means the premiums payable by the Borrower to or for the account of ECA in respect of the ECA Guarantee;

“**Eighth Repayment Date**” means the date that falls 42 months after the First Repayment Date;

“**Euros or “€”** means the lawful currency of the member states of the European Union;

“**Fee Letter**” means the letter agreement dated as of March 5, 2009 entered into between the Borrower, HSBC Bank plc and TD Securities, as amended on November 13, 2009 and as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time;

“**Finnvera**” or “**ECA**” means Finnvera plc;

“Finnvera Facility Agency Branch” means the branch of the Finnvera Facility Agent located at 8 Canada Square, Canary Wharf, London, UK, E14 5HQ, or such other address which the Finnvera Facility Agent may notify the Borrower from time to time;

“Finnvera Facility Agent” means HSBC Bank plc, in its capacity as facility agent for all of the Tranche A Lenders;

“Finnvera Facility B Agent” means HSBC Bank plc, in its capacity as facility agent for all of the Tranche B Lenders;

“Finnvera Facility B Security Agent” means The Toronto-Dominion Bank, in its capacity as security agent for all the Tranche B Lenders;

“Finnvera Term Facility” means the facility under which the Tranche A Credit is made available pursuant to Section 1 of Schedule “P”;

“Finnvera Transfer Agreement” means a transfer agreement substantially in the form annexed to this Schedule “P” as Exhibit “P-4”;

“First Repayment Date” means June 15, 2010;

“Foreign Tranche A Lender” means a Tranche A Lender who is a non-resident of Canada (within the meaning of the *Income Tax Act* (Canada)) and who is authorized by law to lend money in Canada;

“LIBOR Reference Banks” means HSBC Bank plc, Barclays Bank plc and UBS AG and any other leading banks in the London inter-bank market as may be agreed to from time to time by the Finnvera Facility Agent and the Borrower;

“Majority Tranche A Lenders” means Tranche A Lenders having at least 51% of the Tranche A Commitments;

“Maturity Date” means June 15, 2018;

“Notice of New Tranche A Designated Period” means a notice substantially in the form of Exhibit “P-1B” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 3.3 of Schedule “P”;

“Notice of Repayment” means a notice substantially in the form of Exhibit “P-2” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 5.2 of Schedule “P”;

“NSN” means Nokia Siemens Networks Oy and any affiliates thereof;

“NSN Contract” means, collectively, the Master Purchase Agreement and the Care Agreement, each dated October 21, 2008 between the Borrower, as purchaser, and NSN, as supplier, as amended, restated, supplemented or otherwise modified from time to time;

“**Purchase Price**” means the purchase price for telecommunications equipment, software and related goods and services not being equipment, software, goods and services of Canadian origin purchased or to be purchased by the Borrower from NSN pursuant to and as more fully set out in the NSN Contract;

“**Regulatory Approval**” means the receipt of all material consents and approvals of all governmental bodies having jurisdiction which are required to be obtained in connection with the consummation of the NSN Contract including, without limitation, the approval of the CRTC;

“**Repayment Date**” means the First Repayment Date and each date that falls at the end of each 6-month period thereafter up to and including the Maturity Date;

“**Required Documents**” means the documents listed in and annexed to each Tranche A Notice of Borrowing;

“**Schedule I Reference Banks**” means The Toronto-Dominion Bank and any other bank or banks named in Schedule I to the *Bank Act* (Canada) as may be agreed from time to time by the Finnvera Facility Agent and the Borrower;

“**Security Agent**” means The Toronto-Dominion Bank, in its capacity as security agent for all the Tranche A Lenders;

“**Signing Date**” means the date of execution of the Amending Agreement;

“**Term Loan**” means, at any time, the aggregate of the Tranche A Advances outstanding in accordance with the provisions of Schedule “P”, together with all unpaid interest thereon and any other amount in principal, interest and accessory fees, costs and expenses payable to the Finnvera Facility Agent or the Tranche A Lenders by the Borrower pursuant to the Credit Agreement including, without limitation, the Tranche A Fees, the Commitment Fee and the Finnvera Handling Fee;

“**Tranche A Advance**” means any advance by a Tranche A Lender under Schedule “P”, including a Tranche A CDOR Advance;

“**Tranche A Advance Amount**” means a Tranche A CDOR Advance Amount;

“**Tranche A Assignee**” has the meaning ascribed to it in subsection 16.2.1 of Schedule “P” and shall be deemed to include Finnvera if an assignment and transfer is made to it in accordance with the provisions of Article 10 of Schedule “P”;

“**Tranche A Assignment**” means an assignment of all or a portion of a Tranche A Lender’s rights and obligations under Schedule “P” in accordance with Sections 10.2 and 10.3 of Schedule “P”;

“**Tranche A Borrowing Certificate**” means a certificate substantially in the form of Exhibit “P-7” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 6.5 of Schedule “P”;

“**Tranche A CDOR Advance Amount**” means the amount of any given Tranche A CDOR Advance or any continuation (in whole or in part) thereof;

“**Tranche A CDOR Advances**” means, at any time, any Cdn.\$ Tranche A Advances made by a Domestic Tranche A Lender bearing interest at the CDOR Rate;

“**Tranche A Commitment**” means the portion of the Tranche A Credit for which a Tranche A Lender is responsible, as set out in Exhibit “P-1” to Schedule “P”;

“**Tranche A Credit**” means the aggregate amount available to the Borrower under the Finnvera Term Facility;

“**Tranche A Designated Period**” means, with respect to a Tranche A Advance, a period designated by the Borrower in accordance with Section 3.4 of Schedule “P”;

“**Tranche A Fees**” means the fees, premiums and other charges payable to the Finnvera Facility Agent, the Security Agent, Finnvera and the Tranche A Lenders in accordance with the provisions of the Fee Letter;

“**Tranche A Lender**” or “**Tranche A Lenders**” means the lenders listed in Exhibit “P-1” to Schedule “P”, together with any Tranche A Assignee(s), or, as the context permits, any of them alone, which, in each case, has not ceased to be a lender in accordance with the provisions of Schedule “P”;

“**Tranche A Notice of Borrowing**” means a notice substantially in the form of Exhibit “P-1A” to Schedule “P” delivered to the Finnvera Facility Agent by the Borrower in accordance with the provisions of Section 3.1 of Schedule “P”;

“**Tranche A Rollover Date**” means, with respect to a Tranche A Advance, the date of any such Tranche A Advance, or the first day of any Tranche A Designated Period;

“**Tranche B Lenders**” means the lenders from time to time party to the Tranche B Loan Agreement, including their successors and permitted assigns;

“**Tranche B Loan**” means the term loan granted to the Borrower by HSBC Bank plc, The Toronto-Dominion Bank and each other Tranche B Lender pursuant to the Tranche B Loan Agreement;

“**Tranche B Loan Agreement**” means the credit agreement dated November 13, 2009 pursuant to which the Tranche B Loan is made available to the Borrower, as same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time.

EXHIBIT "P-6" – COMMITMENT FEE LETTER



HSBC Bank plc
Level 18
8 Canada Square
London
E14 5HQ

November 13, 2009

Vidéotron Ltée
612 Saint-Jacques Street, 13 Floor
Montreal, Quebec
H3C 4M8

Attention: Mr. Jean-François Pruneau, Vice President, Finance

Dear Mr. Pruneau:

This letter is delivered to you in connection with (i) Schedule "P" to that certain Credit Agreement dated as of November 28, 2000, as amended by a First Amending Agreement dated as of January 5, 2001, a Second Amending Agreement dated as of June 29, 2001, a Third Amending Agreement dated December 12, 2001 and accepted by the lenders party thereto as of December 21, 2001, a Fourth Amending Agreement dated as of December 23, 2002, a Fifth Amending Agreement dated as of March 24, 2003, a Sixth Amending Agreement dated as of October 8, 2003, a Seventh Amending Agreement dated as of November 19, 2004, an Eighth Amending Agreement dated as of March 6, 2008, a Ninth Amending Agreement dated as of April 7, 2008, and a Tenth Amending Agreement dated as of November 13, 2009 entered into between Vidéotron Ltée ("Vidéotron"), as borrower, the financial institutions party thereto from time to time, as lenders, Royal Bank of Canada, as administrative agent, and HSBC Bank plc, as agent (the "Finnvera Term Facility Agent") to certain lenders from time to time (the "Tranche A Lenders") providing credit facilities guaranteed by Finnvera plc (the "Finnvera Term Facility") in an aggregate principal amount of Cdn.75,000,000 (as so amended and as same may be further amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and (ii) the Finnvera Facility B Credit Agreement dated as of November 13, 2009 between Vidéotron, as borrower, the financial institutions party thereto from time to time, as lenders (the "Tranche B Lenders"), HSBC Bank plc, as agent (the "Finnvera Facility B Agent"), and The Toronto-Dominion Bank, as security agent, pursuant to which

credit facilities guaranteed by Finnvera plc (the "Finnvera Facility B") are made available to Vidéotron in an aggregate principal amount of the CAD Equivalent (as defined therein) of the difference between US\$100,000,000 and the aggregate of the USD Equivalent (as defined therein) of each drawing made under the Finnvera Term Facility (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Finnvera Facility B Credit Agreement").

The fees set forth below shall be non-refundable and deemed to be fully earned on the date on which they are respectively due and shall be in addition to, and not creditable against, any other fees, premiums, costs, expenses and other charges payable pursuant to or in connection with the Credit Agreement, the Finnvera Facility B Credit Agreement or otherwise. Your obligation to pay such fees will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute you may have, and all such fees shall be paid free and clear of deductions, taxes or withholdings of any kind.

In connection with and in consideration for the agreements contained in the Credit Agreement and the Finnvera Facility B Credit Agreement, you agree with the Finnvera Term Facility Agent and the Finnvera Facility B Agent, respectively, as follows:

COMMITMENT FEE. You will pay to HSBC Bank plc, as Finnvera Term Facility Agent and Finnvera Facility B Agent, for the account of the Tranche A Lenders and the Tranche B Lenders, respectively, a commitment fee (the "Commitment Fee") in US Dollars of 0.375% per annum calculated from and as of November 13, 2009 on the day to day undrawn portion of USD 100,000,000, representing the aggregate principal amount available under the Finnvera Term Facility and the Finnvera Facility B, collectively. The Commitment Fee shall be payable semi-annually in arrears on December 10th and June 10th of each year up to and including the last day of the Availability Period (as defined in the Finnvera Facility B Credit Agreement).

No party to this commitment fee letter is authorized to show or circulate this letter or disclose the contents of this letter to any person or entity (other than its legal and financial advisors in connection with its evaluation of this letter), except (i) as required by law, (ii) to any other party to the Credit Agreement, and (iii) by the Finnvera Term Facility Agent and the Finnvera Facility B Agent to potential Tranche A Lenders and Tranche B Lenders, respectively.

This letter shall enure to the benefit of the Finnvera Term Facility Agent and the Finnvera Facility B Agent and their successors and assigns and shall be binding on you and your successors and assigns.

This letter will be governed by and interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable in such Province.

This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter (whether by delivery of an original of the same or by facsimile transmission) shall be as effective as delivery of a manually executed counterpart of this letter.

The parties hereto have expressly required that this letter be drafted in the English language. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Yours truly,

HSBC BANK PLC

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

VIDÉOTRON LTÉE

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "P-7" – TRANCHE A BORROWING CERTIFICATE

TO: **HSBC BANK PLC**, as Finnvera Facility Agent

FROM: VIDÉOTRON LTÉE

DATED: _____

1) This Tranche A Borrowing Certificate is delivered to you pursuant to Section 6.4 of Schedule "P" to the Credit Agreement originally dated as of November 28, 2000, as amended and restated as of July 20, 2011, and as same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). Unless otherwise indicated herein, all defined terms set forth in this Tranche A Borrowing Certificate shall have the respective meanings set forth in Exhibit "P-5" to Schedule "P" to the Credit Agreement.

2) Attached hereto are true and complete copies of: **[invoices, evidence of payment, receipts]**.

3) We have already paid the amount of US\$_____ (the "**Purchase Price Portion**") to NSN in accordance with the NSN Contract for the goods and services of non-Canadian origin covered by the aforementioned documents. Amounts invoiced and paid relate to the value of such goods manufactured and supplied to date and of such services rendered to date.

4) We have already paid the amount of US\$_____ to NSN in accordance with the NSN Contract for the local services covered by the aforementioned documents. Amounts invoiced and paid relate to the value of such local services rendered to date.

5) WE FURTHER WARRANT THAT:

(a) The amount claimed in paragraph 2)(b) of the Tranche A Notice of Borrowing (the "**Requested Tranche A Advance Amount**") of even date herewith executed and delivered by the Borrower to the Finnvera Facility Agent is **[less than or]** equal to the CAD Equivalent of (x) 85% of the Purchase Price Portion and (y) costs for local services up to a maximum amount which, when combined with all amounts previously disbursed by the Tranche A Lenders in reimbursement of costs for local services, does not exceed 30% of the portion of the Purchase Price paid to date, **[(in initial Tranche A Notice of Borrowing only, as applicable) plus Cdn.\$_____ which represents all or part of the upfront portion of the ECA Premium A].**

(b) The Requested Tranche A Advance Amount does not include any amounts which have already been claimed under any other Tranche A Notice of Borrowing.

(c) The Requested Tranche A Advance Amount, when added to the principal amounts of all other Tranche A Advances made prior to the date hereof, does not exceed (i) the sum of (x) the CAD Equivalent of 85% of the portion of the Purchase Price paid to date, (y) the CAD Equivalent of costs for local services up to a maximum of 30% of such portion of the Purchase Price paid to date, and (z) 100% of the upfront portion of the ECA Premium A or (ii) Cdn.\$75,000,000.

(d) The NSN Contract has not been terminated and has been in full force and effect as of the date of the invoice(s) to be financed under the Tranche A Notice of Borrowing of even date herewith.

6) We enclose a true and complete copy of a certificate of NSN relating to the invoices to be financed under the Tranche A Notice of Borrowing of even date herewith.

7) We undertake to supply you with such additional information and documentation and clarification as reasonably necessary in connection with the ECA Guarantee and agree not to hold you responsible for any delay in meeting the request for reimbursement under the Tranche A Notice of Borrowing of even date herewith occasioned by such request for information.

Yours truly,

VIDÉOTRON LTÉE

Per: _____

FORM OF SUPPLIER'S CERTIFICATE

FROM: NOKIA SIEMENS NETWORKS CANADA INC., as the supplier under the NSN Contract
TO: VIDÉOTRON LTÉE, as the purchaser under the NSN Contract
AND TO: HSBC BANK PLC, as Finnvera Facility Agent
DATED: _____

Re: Term loan facility in the maximum principal amount of Cdn.\$75,000,000 (the "Finnvera Facility A") made available to Vidéotron Ltée (the "Borrower") by HSBC Bank plc, The Toronto-Dominion Bank, Credit Suisse AG, Sumitomo Mitsui Banking Corporation of Canada and any other lenders from time to time (the "Tranche A Lenders"), guaranteed by Finnvera plc (the "ECA Guarantee"), and administered by HSBC Bank plc, as agent to the Tranche A Lenders (the "Finnvera Facility Agent"), the whole in connection with the Master Purchase Agreement and the Care Agreement dated October 21, 2008 between the Borrower, as purchaser, and Nokia Siemens Networks Canada Inc., as supplier (collectively, and as amended, restated, supplemented or otherwise modified from time to time, the "NSN Contract")

Dear Sirs:

1. We refer to the "Tranche A Borrowing Certificate" dated _____ (the "**Reimbursement Request Certificate**"), which has been made available to us. We understand that the Borrower has requested a drawing under the Finnvera Facility A in order to reimburse a payment made in respect of the NSN Contract and we give this certificate in connection with such requested drawing.
 2. We confirm that:
 - (i) the NSN Contract has been in full force and effect and has not been terminated as of the date of the invoices to which the Reimbursement Request Certificate relates;
 - (ii) the statements in paragraphs 3 and 4 of the Reimbursement Request Certificate are true and accurate in all respects;
 - (iii) the amount claimed by the Borrower for reimbursement in connection with the Reimbursement Request Certificate to which this certificate relates does not include any amount for which we have received a disbursement under the Finnvera Facility A or for which the Borrower has previously received a reimbursement under any document of which we have notice; and
 - (iv) we have received from the Borrower 100% of the amount of the relevant invoice(s) to which the Reimbursement Request Certificate relates.
-

By:

Authorized Signatory

SCHEDULE "Q" – SENIOR NOTES INDENTURE

SCHEDULE "R" – 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 June 16, 2015, and as same may have been further amended (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 described below, the whole as indicated in the table below, such [conversion] [rollover] to occur on _____: [NOTE: Delete paragraph 2 and table if not applicable]

<u>From:</u> <u>(Original Advance)</u>	<u>To:</u> <u>([Converted][Rollover] Advance)</u>
<u>Date of Advance:</u>	<u>Date of Advance:</u>
<u>Amount of Advance:</u>	<u>Amount of Advance:</u>
<u>Currency of Advance (\$ or US\$):</u>	<u>Currency of Advance (\$ or US\$):</u>
<u>Type of Advance:</u>	<u>Type of Advance:</u>
<u>Designated Period(s) (if any):</u>	<u>Designated Period(s) (if any):</u>
<u>Maturity Date(s) (if applicable):</u>	<u>Maturity Date(s) (if applicable):</u>

3) We hereby request the [conversion] [rollover] of the Advance under the Term Facility Tranche A 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 A in an amount equal to such excess within 3 Business Days.] [NOTE: Delete paragraph 3 and table if not applicable]

Term Facility Tranche A

<u>From:</u> <u>(Original Advance)</u>	<u>To:</u> <u>(Converted/Rollover Advance)</u>
<u>Date of Advance:</u>	<u>Date of Advance:</u>
<u>Amount of Advance:</u>	<u>Amount of Advance:</u>
<u>Currency of Advance (\$ or US\$):</u>	<u>Currency of Advance (\$ or US\$):</u>
<u>Type of Advance:</u>	<u>Type of Advance:</u>
<u>Designated Period(s) (if any):</u>	<u>Designated Period(s) (if any):</u>
<u>Maturity Date(s) (if applicable):</u>	<u>Maturity Date(s) (if applicable):</u>

4) 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 4 and table if not applicable]

Term Facility Tranche B

<u>From:</u> <u>(Original Advance)</u>	<u>To:</u> <u>(Converted/Rollover Advance)</u>
<u>Date of Advance:</u>	<u>Date of Advance:</u>
<u>Amount of Advance:</u>	<u>Amount of Advance:</u>
<u>Currency of Advance (\$ or US\$):</u>	<u>Currency of Advance (\$ or US\$):</u>
<u>Type of Advance:</u>	<u>Type of Advance:</u>
<u>Designated Period(s) (if any):</u>	<u>Designated Period(s) (if any):</u>
<u>Maturity Date(s) (if applicable):</u>	<u>Maturity Date(s) (if applicable):</u>

5) 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 4 and table if not applicable]

Term Facility Tranche C

<u>From:</u> <u>(Original Advance)</u>	<u>To:</u> <u>([Converted][Rollover] Advance)</u>
<u>Date of Advance:</u>	<u>Date of Advance:</u>
<u>Amount of Advance:</u>	<u>Amount of Advance:</u>
<u>Currency of Advance (\$ or US\$):</u>	<u>Currency of Advance (\$ or US\$):</u>
<u>Type of Advance:</u>	<u>Type of Advance:</u>
<u>Designated Period(s) (if any):</u>	<u>Designated Period(s) (if any):</u>
<u>Maturity Date(s) (if applicable):</u>	<u>Maturity Date(s) (if applicable):</u>

6) 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.

7) 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) nothing has occurred since March 31, 2011 which would constitute a Material Adverse Change.

(c) 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 Inc.	Alberta	100% / 100%
Freedom Mobile Distribution Inc.	Alberta	100% / 100%
VMedia Inc.	Canada	100% / 100%
2251723 Ontario Inc.	Ontario	100% / 100%
RiverTV Inc.	Canada	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, 2024

/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, Vice President Finance 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, 2024

/s/ Jean-Francois Lescadres

Name: Jean-Francois Lescadres

Title: Vice President Finance

**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, 2023, 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, 2024

/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, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jean-François Lescadres, Vice President Finance, 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, 2024

/s/ Jean-Francois Lescadres

Name: Jean-Francois Lescadres

Title: Vice President Finance

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.
