

**INDENTURE**

**MADE AS OF JANUARY 3, 2025 BETWEEN**

**CARDINAL ENERGY LTD.**

**and**

**ODYSSEY TRUST COMPANY**

## TABLE OF CONTENTS

<b>ARTICLE 1 INTERPRETATION .....</b>	<b>1</b>
1.1 Definitions.....	1
1.2 Meaning of "Outstanding" .....	8
1.3 Interpretation In this Indenture: .....	9
1.4 Headings, etc.....	9
1.5 Time of Essence.....	9
1.6 Monetary References .....	9
1.7 Invalidity, etc. ....	10
1.8 Language.....	10
1.9 Successors and Assigns.....	10
1.10 Severability .....	10
1.11 Entire Agreement.....	10
1.12 Benefits of Indenture.....	10
1.13 Applicable Law and Attornment.....	10
1.14 Currency of Payment .....	11
1.15 Non-Business Days .....	11
1.16 Accounting Terms.....	11
1.17 Calculations.....	11
1.18 Schedules .....	11
<b>ARTICLE 2 THE DEBENTURES.....</b>	<b>12</b>
2.1 Limit of Debentures .....	12
2.2 Terms of Debentures of any Series .....	12
2.3 Form of Debentures .....	13
2.4 Form and Terms of Initial Debentures .....	14
2.5 Certification and Delivery of Additional Debentures .....	19
2.6 Issue of Global Debentures .....	20
2.7 U.S. Restrictions .....	21
2.8 Execution of Debentures.....	21
2.9 Certification .....	22
2.10 Interim Debentures or Certificates.....	22
2.11 Mutilation, Loss, Theft or Destruction.....	23
2.12 Concerning Interest.....	23
2.13 Ranking of Debentures.....	24
2.14 Payments of Amounts Due on Maturity.....	24
2.15 Payment of Interest .....	24
<b>ARTICLE 3 REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP .....</b>	<b>25</b>
3.1 Fully Registered Debentures .....	25
3.2 Global Debentures and Book Based Only Debentures .....	26
3.3 Transferee Entitled to Registration .....	28
3.4 No Notice of Trusts.....	28
3.5 Registers Open for Inspection.....	28
3.6 Exchanges of Debentures.....	28
3.7 Closing of Registers.....	29
3.8 Charges for Registration, Transfer and Exchange .....	29
3.9 Ownership of Debentures.....	30

<b>ARTICLE 4 REDEMPTION AND PURCHASE OF DEBENTURES.....</b>	<b>30</b>
4.1 Applicability of Article .....	30
4.2 Partial Redemption.....	31
4.3 Notice of Redemption .....	31
4.4 Debentures Due on Redemption Dates .....	32
4.5 Deposit of Redemption Monies or Common Shares.....	32
4.6 Right to Pay Redemption Price in Common Shares .....	32
4.7 Failure to Surrender Debentures Called for Redemption.....	35
4.8 Cancellation of Debentures Redeemed .....	36
4.9 Purchase of Debentures by the Corporation.....	36
4.10 Right to Repay Principal Amount in Common Shares .....	36
<b>ARTICLE 5 SUBORDINATION OF DEBENTURES.....</b>	<b>39</b>
5.1 Applicability of Article .....	39
5.2 Order of Payment.....	39
5.3 Subrogation to Rights of Holders of Senior Secured Indebtedness .....	40
5.4 Obligation to Pay Not Impaired .....	41
5.5 No Payment if Senior Secured Indebtedness in Default .....	41
5.6 Payment on Debentures Permitted.....	42
5.7 Confirmation of Subordination .....	42
5.8 Knowledge of Trustee.....	42
5.9 Trustee May Hold Senior Secured Indebtedness .....	42
5.10 Rights of Senior Creditors Not Impaired .....	42
5.11 Altering the Senior Secured Indebtedness .....	43
5.12 Additional Indebtedness.....	43
5.13 Invalidated Payments .....	43
5.14 Contesting Security .....	43
5.15 Right of Debentureholders to Receive Common Shares Not Impaired .....	43
<b>ARTICLE 6 COVENANTS OF THE CORPORATION .....</b>	<b>43</b>
6.1 To Pay Principal, Premium (if any) and Interest.....	43
6.2 Restriction on Share Payment Option .....	44
6.3 To Pay Trustee's Remuneration .....	44
6.4 To Give Notice of Default .....	44
6.5 Preservation of Existence, etc. ....	44
6.6 Keeping of Books .....	44
6.7 Annual Certificate of Compliance .....	45
6.8 Performance of Covenants by Trustee .....	45
6.9 Maintain Listing.....	45
6.10 No Distributions on Common Shares if Event of Default .....	45
6.11 Withholding Matters .....	45
6.12 SEC Reporting Status .....	46
<b>ARTICLE 7 DEFAULT .....</b>	<b>46</b>
7.1 Events of Default .....	46
7.2 Notice of Events of Default .....	48
7.3 Waiver of Default .....	48
7.4 Enforcement by the Trustee .....	49
7.5 No Suits by Debentureholders .....	50
7.6 Application of Monies by Trustee .....	50
7.7 Notice of Payment by Trustee.....	51

7.8	Trustee May Demand Production of Debentures.....	51
7.9	Remedies Cumulative .....	52
7.10	Judgment Against the Corporation .....	52
7.11	Immunity of Directors, Officers and Others .....	52
<b>ARTICLE 8 SATISFACTION AND DISCHARGE.....</b>		<b>52</b>
8.1	Cancellation and Destruction .....	52
8.2	Non-Presentation of Debentures .....	52
8.3	Repayment of Unclaimed Monies or Common Shares.....	53
8.4	Discharge .....	53
8.5	Satisfaction.....	53
8.6	Continuance of Rights, Duties and Obligations.....	55
<b>ARTICLE 9 TRUST UNIT INTEREST PAYMENT ELECTION.....</b>		<b>55</b>
9.1	Common Share Interest Payment Election .....	55
<b>ARTICLE 10 SUCCESSORS .....</b>		<b>58</b>
10.1	Corporation may Consolidate, etc., Only on Certain Terms.....	58
10.2	Vesting of Powers in Successor .....	58
<b>ARTICLE 11 COMPULSORY ACQUISITION .....</b>		<b>59</b>
11.1	Definitions.....	59
11.2	Offer for Debentures .....	59
11.3	Offeror's Notice to Dissenting Debentureholders .....	60
11.4	Delivery of Debenture Certificates .....	60
11.5	Payment of Consideration to Trustee.....	60
11.6	Consideration to be held in Corporation.....	60
11.7	Completion of Transfer of Debentures to Offeror .....	60
11.8	Communication of Offer to Corporation .....	61
<b>ARTICLE 12 MEETINGS OF DEBENTUREHOLDERS .....</b>		<b>61</b>
12.1	Right to Convene Meeting .....	61
12.2	Notice of Meetings.....	61
12.3	Chairman.....	63
12.4	Quorum .....	63
12.5	Power to Adjourn.....	63
12.6	Show of Hands.....	63
12.7	Poll.....	63
12.8	Voting .....	64
12.9	Proxies.....	64
12.10	Persons Entitled to Attend Meetings.....	65
12.11	Powers Exercisable by Extraordinary Resolution.....	65
12.12	Meaning of "Extraordinary Resolution" .....	66
12.13	Powers Cumulative .....	67
12.14	Minutes .....	67
12.15	Instruments in Writing .....	68
12.16	Binding Effect of Resolutions.....	68
12.17	Evidence of Rights of Debentureholders .....	68
12.18	Concerning Serial Meetings.....	68
<b>ARTICLE 13 NOTICES .....</b>		<b>68</b>
13.1	Notice to Corporation .....	68

13.2	Notice to Debentureholders .....	69
13.3	Notice to Trustee.....	69
13.4	Mail Service Interruption.....	70
<b>ARTICLE 14 CONCERNING THE TRUSTEE.....</b>		<b>70</b>
14.1	No Conflict of Interest .....	70
14.2	Replacement of Trustee .....	70
14.3	Duties of Trustee.....	71
14.4	Reliance Upon Declarations, Opinions, etc. ....	71
14.5	Evidence and Authority to Trustee, Opinions, etc. ....	71
14.6	Officer's Certificates .....	72
14.7	Experts, Advisers and Agents .....	72
14.8	Trustee May Deal in Debentures .....	73
14.9	Investment of Monies Held by Trustee.....	73
14.10	Trustee Not Ordinarily Bound .....	74
14.11	Trustee Not Required to Give Security.....	74
14.12	Trustee Not Bound to Act on Corporation's Request.....	74
14.13	Conditions Precedent to Trustee's Obligations to Act Hereunder.....	74
14.14	Authority to Carry on Business.....	75
14.15	Compensation and Indemnity .....	75
14.16	Acceptance of Corporation .....	75
14.17	Third Party Interests.....	76
14.18	Anti-Money Laundering .....	76
14.19	Force Majeure .....	76
14.20	Privacy .....	76
14.21	Protection of Trustee.....	77
<b>ARTICLE 15 SUPPLEMENTAL INDENTURES .....</b>		<b>77</b>
15.1	Supplemental Indentures.....	77
<b>ARTICLE 16 EXECUTION AND FORMAL DATE.....</b>		<b>78</b>
16.1	Execution .....	78
16.2	Formal Date .....	78
SCHEDULE A FORM OF DEBENTURE		
SCHEDULE B FORM OF REDEMPTION NOTICE		
SCHEDULE C FORM OF MATURITY NOTICE		
SCHEDULE D FORM OF U.S. CERTIFICATE OF TRANSFER		

## INDENTURE

This Indenture is made as of January 3, 2025

### BETWEEN:

**CARDINAL ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta and having its principal office in the City of Calgary in the Province of Alberta

(the "**Corporation**")

- and -

**ODYSSEY TRUST COMPANY**, a trust company continued under the federal laws of Canada having an office in the City of Calgary, in the Province of Alberta

(the "**Trustee**")

### RECITALS:

1. the Corporation wishes to create and issue the Debentures (as defined herein) in the manner and subject to the terms and conditions of this Indenture;
2. the Corporation, under the laws relating thereto, is duly authorized to create and issue the Debentures to be issued as herein provided;
3. all necessary steps in relation to the Corporation have been duly enacted, passed and/or confirmed and other proceedings taken and conditions complied with to create and issue the Debentures proposed to be issued hereunder, and when certified by the Trustee and issued as provided in this Indenture, such Debentures shall be legal, valid and binding on the Corporation in accordance with the laws relating to the Corporation; and
4. the foregoing recitals are made as representations and statements of fact by the Corporation and not by the Trustee.

**FOR VALUE RECEIVED**, the parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Indenture and in the Debentures, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the following meanings, namely:

"**1933 Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;

"**90% Redemption Right**" has the meaning ascribed thereto in Section 2.4(9)(d);

**"90% Redemption Right Notice"** has the meaning ascribed thereto in Section 2.4(9)(d);

**"this Indenture", "hereto", "herein", "hereby", "hereunder", "hereof"** and similar expressions refer to this Indenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include any and every instrument supplemental or ancillary hereto;

**"Acceptance Notice"** has the meaning ascribed thereto in Section 2.4(9)(b)(iii);

**"Additional Debentures"** means Debentures of any one or more series, other than the first series of Debentures, being the Initial Debentures, issued under this Indenture;

**"Applicable Procedures"** means, with respect to any transfer or exchange of beneficial ownership interests in, or any redemption, repayment or repurchase of, a Global Debenture, the rules and procedures of the Depository as in effect from time to time, to the extent applicable;

**"Applicable Securities Legislation"** means applicable securities laws (including rules, regulations, instruments, blanket orders and blanket rulings under such laws together with applicable published policies, policy statements and notices) in each of the applicable provinces and territories of Canada;

**"Auditors of the Corporation"** means an independent firm of chartered professional accountants duly appointed as auditors of the Corporation;

**"Beneficial Holder"** means any person who holds a beneficial interest in a Global Debenture or a Book Based Only Debenture, as applicable, as shown on the books of the Depository or a Depository Participant;

**"Board of Directors"** means the board of directors of the Corporation or any committee thereof to the extent duly authorized, as applicable;

**"Book Based Only Debentures"** means Debentures issued under this Indenture in a non- certificated form which are held only on a book based (electronic) register maintained by the Trustee.

**"Business Day"** means any day other than a Saturday, Sunday or any other day that the Trustee in Calgary, Alberta is not generally open for business;

**"CDS"** shall mean CDS Clearing and Depository Services Inc., together with its successors from time to time;

**"Change of Control"** means: (i) the acquisition by any Person, or group of Persons acting jointly or in concert (within the meaning of NI 62-104), of voting control or direction over more than 50% of the aggregate voting rights attached to the outstanding Common Shares; or (ii) the sale, transfer or other disposition, directly or indirectly, of all or substantially all of the assets and property of the Corporation and its Subsidiaries, taken as a whole, but shall not include a sale, merger, reorganization, arrangement, combination or other similar transaction if the previous holders of Common Shares hold more than 50% of the voting control or direction in such merged, reorganized, arranged, combined or other continuing entity (and in the case of a sale of all or substantially all of the assets, in the entity which has acquired such assets) immediately following the completion of such transaction;

**"Change of Control Notice"** has the meaning ascribed thereto in Section 2.4(9)(a);

**"Change of Control Purchase Date"** has the meaning ascribed thereto in Section 2.4(9)(b)(v);

**"Change of Control Purchase Offer"** has the meaning ascribed thereto in Section 2.4(9)(a);

**"Change of Control Redemption Amount"** has the meaning ascribed thereto in Section 2.4(9)(k);

**"Common Share Bid Request"** means a request for bids to purchase Common Shares (to be issued by the Corporation on the Common Share Delivery Date) made in accordance with Section 9.1 and which shall make the acceptance of any bid conditional upon the acceptance of sufficient bids to result in aggregate proceeds from such issue and sale of Common Shares which, together with the cash payments by the Corporation in lieu of fractional Common Shares, if any, equal to the Common Share Interest Payment Election Amount;

**"Common Share Delivery Date"** means a date, not more than 90 days and not less than one Business Day prior to the applicable Interest Payment Date, upon which Common Shares are issued by the Corporation and delivered to the Trustee for sale pursuant to Common Share Purchase Agreements;

**"Common Share Interest Payment Election"** means an election to satisfy an Interest Obligation or a portion thereof on the applicable Interest Payment Date in the manner described in the Common Share Interest Payment Election Notice;

**"Common Share Interest Payment Election Amount"** means the amount representing the aggregate proceeds resulting from the sale of Common Shares on the Common Share Delivery Date pursuant to acceptable bids obtained pursuant to the Common Share Bid Requests, which, together with any amount paid by the Corporation in respect of fractional Common Shares pursuant to Section 9.1(6), is equal to the aggregate amount of the Interest Obligation or the portion thereof in respect of which the Common Share Interest Payment Election Notice was delivered;

**"Common Share Interest Payment Election Notice"** means a written notice made by the Corporation to the Trustee specifying:

- (a) the Interest Obligation to which the election relates;
- (b) the Common Share Interest Payment Election Amount;
- (c) the investment banks, brokers or dealers through whom the Trustee shall settle the sale of Common Shares on the Common Share Delivery Date and the price agreed to between the Corporation and such persons; and
- (d) such other matters as the Corporation may specify;

**"Common Share Proceeds Investment"** has the meaning attributed thereto in Section 9.1(7);

**"Common Share Purchase Agreement"** means an agreement in customary form among the Corporation, the Trustee and the Persons making acceptable bids pursuant to a Common Share Bid Request, which complies with all applicable laws, including the Applicable Securities Legislation and the rules and regulations of any stock exchange on which the Corporation has listed its Debentures or Common Shares;

**"Common Share Redemption Right"** has the meaning attributed thereto in Section 4.6(1);

**"Common Share Repayment Right"** has the meaning attributed thereto in Section 4.10(1);

**"Common Shares"** means common shares in the capital of the Corporation, as such common shares are constituted on the date of execution and delivery of this Indenture; provided that in the event of a change or a subdivision, redivision, reduction, combination or consolidation thereof, any reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up, or such successive changes, subdivisions, redivisions, reductions, combinations or consolidations, reclassifications, capital reorganizations, consolidations, amalgamations, arrangements, mergers, sales or conveyances or liquidations, dissolutions or windings-up, then, **"Common Shares"** shall mean the shares or other securities or property resulting from such change, subdivision, redivision, reduction, combination or consolidation, reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up;

**"Corporation"** means Cardinal Energy Ltd. and includes any successor to or of the Corporation which shall have complied with the provisions of Article 10;

**"Counsel"** means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Trustee or retained or employed by the Corporation and reasonably acceptable to the Trustee;

**"Credit Agreement"** means the fifth amended and restated credit agreement dated as of December 12, 2024 among the Corporation, a syndicate of financial institutions party thereto from time to time as lenders, and Canadian Imperial Bank of Commerce, as administrative agent for the lenders (as amended, restated, supplemented or otherwise modified or replaced from time to time);

**"Current Market Price"** means the arithmetic average of the volume weighted average trading price per Common Share for the 20 consecutive trading days ending on the fifth trading day preceding the date of determination on the TSX (or, if the Common Shares are not listed on the TSX, on such stock exchange on which the Common Shares are listed as may be selected for such purpose by the Board of Directors and approved by the Trustee, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market);

**"Debentureholders"** or **"holders"** means the Persons entered in the register for Debentures as registered holders of Debentures at any time and from time to time;

**"Debentures"** means the debentures, notes or other evidence of indebtedness of the Corporation issued and certified hereunder, or deemed to be issued and certified hereunder, including, without limitation, the Initial Debentures, and for the time being outstanding, whether in definitive or interim form;

**"Debenture Liabilities"** has the meaning attributed thereto in Section 5.1;

**"deemed year"** has the meaning attributed thereto in Section 2.12(2);

**"Defeased Debentures"** means any series of Debentures in respect of which the Corporation has deposited trust funds or trust property pursuant to Section 8.5;

**"Depository"** means, with respect to the Debentures of any series issuable or issued in the form of one or more Global Debentures, the Person designated as depository by the Corporation pursuant to Section 3.2, in either case until a successor depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter **"Depository"** shall mean each Person who is then a depository hereunder, and if at any time there is more than one such Person, **"Depository"** as used with respect to the Debentures of any series shall mean each depository with respect to the Global Debentures or Book Based Only Debentures, as the case may be, of such series;

**"Depository Participant"** means a broker, dealer, bank, other financial institution or other person for whom, from time to time, a Depository effects a book entry for a Global Debenture deposited with the Depository or for a Book Based Only Debenture;

**"Event of Default"** has the meaning ascribed thereto in Section 7.1(1);

**"Expiry Date"** has the meaning ascribed thereto in Section 2.4(9)(b)(ii);

**"Expiry Time"** has the meaning ascribed thereto in Section 2.4(9)(b)(ii);

**"Extraordinary Resolution"** has the meaning ascribed thereto in Section 12.12;

**"First Call Date"** has the meaning ascribed thereto in Section 2.4(4);

**"Freely Tradeable"** means, in respect of equity securities of any class of any Person, securities which: (i) are issuable without the necessity of filing a prospectus or any other similar offering document (other than such prospectus or similar offering document that has already been filed) under Applicable Securities Legislation and such issue does not constitute a distribution (other than a distribution already qualified by prospectus or similar offering document) under Applicable Securities Legislation; and (ii) can be traded by the holder thereof without any restriction under Applicable Securities Legislation, such as hold periods, except in the case of a control distribution (as defined in *National Instrument 45-102 – Resale of Securities*), or a transaction or series of transactions incidental to a control distribution;

**"Fully Registered Debentures"** means Debentures (other than Global Debentures or Book Based Debentures) registered as to both principal and interest;

**"Global Debenture"** means a Debenture that is issued to and registered in the name of the Depository, or its nominee, pursuant to Section 2.6 for purposes of being held by or on behalf of the Depository as custodian for participants in the Depository's book-entry only registration system;

**"Government Obligations"** means securities issued or guaranteed by the Government of Canada or any province thereof;

**"Guarantees"** means any guarantee, undertaking to assume, endorse, contingently agree to purchase, or to provide funds for the payment of, or otherwise become liable in respect of, any indebtedness, liability or obligation of any Person;

**"IFRS"** means International Financial Reporting Standards issued by the International Accounting Standards Board (including as further described in Section 1.16);

**"Indebtedness"** means without duplication (i) indebtedness of the Corporation for borrowed money; (ii) obligations of the Corporation evidenced by bonds, debentures, notes or other similar instruments; (iii) obligations of the Corporation arising pursuant to or in relation to letters of credit and letters of guarantee (including payment and reimbursement obligations in respect thereof) or indemnities issued in connection therewith; (iv) obligations of the Corporation under any swap, hedging or other similar contracts or arrangements; (v) obligations of the Corporation under Guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the Indebtedness or other obligations of any other Person which would otherwise constitute Indebtedness within the meaning of this definition; (vi) all indebtedness of the Corporation representing the deferred purchase price of any property including, without limitation, purchase money mortgages; (vii) all capital lease obligations of the Corporation; (viii) all indebtedness of the Corporation secured by any Lien on any property or asset owned or held by

the Corporation regardless of whether the indebtedness secured thereby shall have been assumed by the Corporation or is nonrecourse to the credit of the Corporation; (ix) all renewals, extensions and refinancing of any of the foregoing; (x) all accrued and unpaid interest, fees and other amounts in respect of any of the foregoing; and (xi) all costs and expenses incurred by or on behalf of the holder of any Indebtedness in enforcing payment or collection of any such Indebtedness, including enforcing any security interest securing the same;

**"Initial Debentures"** means the Debentures designated as "7.75% Senior Subordinated Unsecured Debentures" and described in Section 2.4;

**"Initial Debentures Maturity Date"** has the meaning ascribed thereto in Section 2.4(2);

**"Interest Account"** has the meaning ascribed thereto in Section 9.1(7);

**"Interest Obligation"** means the obligation of the Corporation to pay interest on the Debentures, as and when the same becomes due;

**"Interest Payment Date"** means a date specified in a Debenture as the date on which interest on such Debenture shall become due and payable;

**"Lien"** means any lien, charge, mortgage, pledge, security interest or hypothec or prior claim, and any other similar rights, in each case, in favour of any Person relating to any property or asset and any other similar lien of any kind that in substance secures payment or performance of an obligation;

**"Material Subsidiary"** means, at any time, a Subsidiary of the Corporation, the total assets of which (determined on an unconsolidated basis after excluding investments in and advances to the Corporation in accordance with IFRS) exceeds 10% of the Corporation's consolidated assets;

**"Maturity Account"** means an account or accounts required to be established by the Corporation (and which shall be maintained by and subject to the control of the Trustee) for each series of Debentures issued pursuant to and in accordance with this Indenture;

**"Maturity Date"** means the date specified for maturity of any Debentures, including the Initial Debentures Maturity Date in respect of the Initial Debentures;

**"Maturity Notice"** has the meaning ascribed thereto in Section 2.4(6);

**"NI 62-104"** means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*;

**"Offer Price"** has the meaning ascribed thereto in Section 2.4(9)(a);

**"Offering"** means the public offering by way of a prospectus supplement dated December 20, 2024 to the Corporation's base shelf prospectus dated March 28, 2024 of up to 60,000 Units, which public offering was completed on January 3, 2025;

**"Offeror's Notice"** has the meaning ascribed thereto in Section 11.3;

**"Officer's Certificate"** means a certificate of the Corporation signed by any authorized officer or trustee of the Corporation, in their capacity as an officer or trustee of the Corporation, and not in their personal capacity;

**"Payment"** means any payment or distribution by any Person of cash or property (other than Freely Tradeable Common Shares or the direct proceeds therefrom), including by the exercise of a right of set-off or in any other manner, on account of Debenture Liabilities, or any redemption, purchase or other acquisition of the Debentures (including by way of amalgamation or merger) by the Corporation.

**"Periodic Offering"** means an offering of Debentures of a series from time to time, the specific terms of which Debentures, including, without limitation, the rate or rates of interest, if any, thereon, the stated maturity or maturities thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Corporation upon the issuance of such Debentures from time to time;

**"Person"** includes an individual, corporation, company, partnership, joint venture, association, trust, trustee, unincorporated organization or government or any agency or political subdivision thereof (and for the purposes of the definition of "Change of Control", in addition to the foregoing, "Person" shall include any syndicate or group that would be deemed to be a "Person" under NI 62-104);

**"Qualified Institutional Buyer"** means a "qualified institutional buyer" as such term is defined in Rule 144A under the 1933 Act;

**"Redemption Amount"** means, as applicable, the "First Redemption Amount" or the "Second Redemption Amount" each with the meaning ascribed thereto in Section 2.4(4);

**"Redemption Date"** has the meaning ascribed thereto in Section 4.3;

**"Redemption Notice"** has the meaning ascribed thereto in Section 4.3;

**"Redemption Price"** means, in respect of a Debenture, the applicable Redemption Amount, in each case payable on the Redemption Date, which amount may be payable by the issuance of Freely Tradeable Common Shares as provided for in Section 4.6;

**"Regulation S"** means Regulation S adopted by the United States Securities and Exchange Commission under the 1933 Act;

**"SEC"** means the United States Securities and Exchange Commission;

**"Senior Creditors"** means the holders of the Senior Secured Indebtedness, or their representative(s) or any trustee or agent on their behalf;

**"Senior Secured Indebtedness"** means, at any time, any Indebtedness of the Corporation and its Subsidiaries that is secured by a first priority Lien on a material portion of the assets of the Corporation and its Subsidiaries, which for certainty shall include all Indebtedness under the Credit Agreement, and derivative, swap, hedging or cash management arrangements with any lender or affiliate of any lender under the Credit Agreement and any replacement, amendment or restatement of the Credit Agreement;

**"Senior Security"** means any Lien securing the Senior Secured Indebtedness;

**"Serial Meeting"** has the meaning ascribed thereto in Section 12.2(2)(a);

**"Subsidiary"** means a subsidiary of the Corporation which, for the avoidance of doubt, shall include a corporation, issuer, limited partnership or other entity that is controlled, directly or indirectly and by agreement or otherwise, by the Corporation;

"**Successor**" has the meaning attributed thereto in Section 10.1;

"**Total Offer Price**" has the meaning ascribed thereto in Section 2.4(9)(a);

"**trading day**" means, with respect to the TSX or other market for securities, any day on which such exchange or market is open for trading or quotation;

"**Trustee**" means Odyssey Trust Company, or its successor or successors for the time being as trustee hereunder;

"**TSX**" means the Toronto Stock Exchange;

"**Unclaimed Funds Return Date**" has the meaning ascribed thereto in Section 2.4(9)(i);

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**Units**" means the units of the Corporation issued pursuant to the Offering, each Unit comprised of one senior subordinated unsecured debenture due March 31, 2030 with a par value of \$1,000 each and 65 warrants to purchase Common Shares at an exercise price of \$7.00 per share for a period of three years following the closing of the Offering;

"**U.S. Securities Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

"**Withholding Taxes**" has the meaning ascribed to it in Section 6.11; and

"**Written Direction of the Corporation**" means an instrument in writing signed by any one officer or trustee of the Corporation.

## **1.2 Meaning of "Outstanding"**

Every Debenture certified and delivered by the Trustee hereunder shall be deemed to be outstanding until it is cancelled or redeemed or delivered to the Trustee for cancellation or redemption for monies and/or Common Shares, as the case may be, or the payment thereof shall have been set aside under Section 8.2, provided that:

- (a) Debentures which have been partially redeemed or purchased shall be deemed to be outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof;
- (b) when a new Debenture has been issued in substitution for a Debenture which has been lost, stolen or destroyed, only one of such Debentures shall be counted for the purpose of determining the aggregate principal amount of Debentures outstanding; and
- (c) for the purposes of any provision of this Indenture entitling holders of outstanding Debentures to vote, sign consents, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Debentureholders, Debentures owned directly or indirectly, legally or equitably, by the Corporation shall be disregarded except that:

- (i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, or on the holders of Debentures present or represented at any meeting of Debentureholders, only the Debentures which the Trustee knows are so owned shall be so disregarded; and
- (ii) Debentures so owned which have been pledged in good faith other than to the Corporation shall not be so disregarded if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Debentures, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of the Corporation or a Subsidiary of the Corporation.

### **1.3 Interpretation In this Indenture:**

- (a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;
- (b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Indenture;
- (c) all references to Sections, subsections or clauses refer, unless otherwise specified, to Sections, subsections or clauses of this Indenture;
- (d) words and terms denoting inclusiveness (such as "**include**" or "**includes**" or "**including**"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them;
- (e) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (f) unless otherwise indicated, reference to a statute shall be deemed to be a reference to such statute as amended, re-enacted or replaced from time to time; and
- (g) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated by including the day on which the period commences and excluding the day on which the period ends.

### **1.4 Headings, etc.**

The division of this Indenture into Articles and Sections, the provision of a Table of Contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture or of the Debentures.

### **1.5 Time of Essence**

Time shall be of the essence of this Indenture.

### **1.6 Monetary References**

Whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of Canada unless otherwise expressed.

### **1.7 Invalidity, etc.**

Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

### **1.8 Language**

Each of the parties hereto hereby acknowledges that it has consented to and requested that this Indenture and all documents relating thereto, including, without limiting the generality of the foregoing, the form of Debenture attached hereto as Schedule A, be drawn up in the English language only.

### **1.9 Successors and Assigns**

All covenants and agreements of the Corporation in this Indenture and the Debentures shall bind its successors and assigns, whether so expressed or not. All covenants and agreements of the Trustee in this Indenture shall bind its successors.

### **1.10 Severability**

In case any provision in this Indenture or in the Debentures shall be invalid, illegal or unenforceable, such provision shall be deemed to be severed herefrom or therefrom and the validity, legality and enforceability of the remaining provisions shall not in any way be affected, prejudiced or impaired thereby.

### **1.11 Entire Agreement**

This Indenture and all supplemental indentures and Schedules hereto and thereto, and the Debentures issued hereunder and thereunder, together constitute the entire agreement between the parties hereto with respect to the indebtedness created hereunder and thereunder and under the Debentures and supersedes as of the date hereof all prior memoranda, agreements, negotiations, discussions and term sheets, whether oral or written, with respect to the indebtedness created hereunder or thereunder and under the Debentures.

### **1.12 Benefits of Indenture**

Nothing in this Indenture or in the Debentures, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any paying agent, the holders of Debentures, the Senior Creditors, and (to the extent provided in Section 7.11) the holders of Common Shares, any benefit or any legal or equitable right, remedy or claim under this Indenture.

### **1.13 Applicable Law and Attornment**

This Indenture, any supplemental indenture and the Debentures shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall be treated in all respects as Alberta contracts, with respect to any suit, action or proceedings relating to this Indenture, any supplemental indenture or any Debenture, the Corporation, the Trustee and each holder irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.

#### **1.14 Currency of Payment**

Unless otherwise indicated in a supplemental indenture with respect to any particular series of Debentures, all payments to be made under this Indenture or a supplemental indenture shall be made in Canadian dollars.

#### **1.15 Non-Business Days**

Whenever any payment to be made hereunder shall be due, any period of time would begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made and such other action shall be taken, as the case may be, unless otherwise specifically provided herein, on or as of the next succeeding Business Day without any additional interest, cost or charge to the Corporation.

#### **1.16 Accounting Terms**

Except as hereinafter provided or as otherwise indicated in this Indenture, all calculations required or permitted to be made hereunder pursuant to the terms of this Indenture shall be made in accordance with IFRS. For greater certainty, IFRS shall include any accounting standards that may from time to time be approved for general application by the Canadian Institute of Chartered Professional Accountants.

#### **1.17 Calculations**

The Corporation shall be responsible for making all calculations called for hereunder including, without limitation, calculations of Current Market Price. The Corporation shall make such calculations in good faith and, absent manifest error, the Corporation's calculations shall be final and binding on holders and the Trustee. The Corporation will provide a schedule of its calculations to the Trustee and the Trustee shall be entitled to rely conclusively on the accuracy of such calculations without independent verification.

#### **1.18 Schedules**

- (1) The following Schedules are incorporated into and form part of this Indenture:

Schedule A – Form of Debenture

Schedule B – Form of Redemption Notice

Schedule C – Form of Maturity Notice

- (2) In the event of any inconsistency between the provisions of any Section of this Indenture and the provisions of the Schedules which form a part hereof, the provisions of this Indenture shall prevail to the extent of the inconsistency.

## **ARTICLE 2 THE DEBENTURES**

### **2.1 Limit of Debentures**

The aggregate principal amount of Debentures authorized to be issued under this Indenture is unlimited, but Debentures may be issued only upon and subject to the conditions and limitations herein set forth.

### **2.2 Terms of Debentures of any Series**

- (1) The Debentures may be issued in one or more series. There shall be established herein or in or pursuant to one or more indentures supplemental hereto, prior to the initial issuance of Debentures of any particular series:
  - (a) the designation of the Debentures of the series (which need not include the term "Debentures"), which shall distinguish the Debentures of the series from the Debentures of all other series;
  - (b) any limit upon the aggregate principal amount of the Debentures of the series that may be certified and delivered under this Indenture (except for Debentures certified and delivered upon registration of, transfer of, amendment of, or in exchange for, or in lieu of, other Debentures of the series pursuant to Section 2.10, Section 2.11, Section 3.2, Section 3.3, Section 3.6 and Article 4);
  - (c) the date or dates on which the principal of the Debentures of the series is payable;
  - (d) the rate or rates at which the Debentures of the series shall bear interest, if any, the date or dates from which such interest shall accrue, on which such interest shall be payable and on which record date, if any, shall be taken for the determination of holders to whom such interest shall be payable and/or the method or methods by which such rate or rates or date or dates shall be determined;
  - (e) the place or places where the principal of and any interest on Debentures of the series shall be payable or where any Debentures of the series may be surrendered for registration of transfer or exchange;
  - (f) the right, if any, of the Corporation to redeem Debentures of the series, in whole or in part, at its option and the period or periods within which, the price or prices at which and any terms and conditions upon which, Debentures of the series may be so redeemed pursuant to any sinking fund or otherwise;
  - (g) the obligation, if any, of the Corporation to redeem, purchase or repay Debentures of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a holder thereof and the price or prices at which, the period or periods within which, the date or dates on which, and any terms and conditions upon which, Debentures of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligations;
  - (h) if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which Debentures of the series shall be issuable;

- (i) subject to the provisions of this Indenture, any trustee, Depositories, authenticating or paying agents, transfer agents or registrars or any other agents with respect to the Debentures of the series;
  - (j) any other events of default or covenants with respect to the Debentures of the series;
  - (k) whether and under what circumstances the Debentures of the series will be exchangeable for securities of any Person;
  - (l) the form and terms of the Debentures of the series;
  - (m) if applicable, that the Debentures of the series shall be issuable in whole or in part as one or more Global Debentures or Book Based Only Debentures and, in such case, the Depository or Depositories for such Global Debentures in whose name the Global Debentures will be registered, and any circumstances other than or in addition to those set forth in Section 2.10 or Section 3.2 or those applicable with respect to any specific series of Debentures, as the case may be, in which any such Global Debenture or Book Based Only Debenture may be exchanged for Fully Registered Debentures, or transferred to and registered in the name of a Person other than the Depository for such Global Debentures or a nominee thereof;
  - (n) if other than Canadian currency, the currency in which the Debentures of the series are issuable; and
  - (o) any other terms of the Debentures of the series (which terms shall not be inconsistent with the provisions of this Indenture).
- (2) All Debentures of any one series shall be substantially identical, except as may otherwise be established herein or by or pursuant to a resolution of the Board of Directors, Officer's Certificate or in an indenture supplemental hereto. All Debentures of any one series need not be issued at the same time and may be issued from time to time, including pursuant to a Periodic Offering, consistent with the terms of this Indenture, if so provided herein, by or pursuant to such resolution of the Board of Directors, Officer's Certificate or in an indenture supplemental hereto.

## **2.3 Form of Debentures**

Except in respect of the Initial Debentures, the form of which is provided for herein, the Debentures of each series shall be substantially in such form or forms (not inconsistent with this Indenture) as shall be established herein or by or pursuant to one or more resolutions of the Board of Directors (or to the extent established pursuant to, rather than set forth in, a resolution of the Board of Directors, in an Officer's Certificate detailing such establishment) or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform to general usage, all as may be determined by the directors or officers of the Corporation executing such Debentures on behalf of the Corporation, as conclusively evidenced by their execution of such Debentures.

## 2.4 Form and Terms of Initial Debentures

- (1) The first series of Debentures (the "**Initial Debentures**") authorized for issue immediately is limited to an aggregate principal amount of up to \$60,000,000 and shall be designated as "7.75% Senior Subordinated Unsecured Debentures".
- (2) The Initial Debentures shall be dated as of the date of closing of the Offering and shall mature on March 31, 2030 (the "**Initial Debentures Maturity Date**").
- (3) The Initial Debentures shall bear interest from and including the date of issue at the rate of 7.75% per annum (based on the actual number of days in the applicable calendar year), payable in equal (with the exception of the first interest payment, which will include interest from and including the date of closing of the Offering as set forth below) semi-annual payments in arrears (less any tax required by law to be deducted) on March 31 and September 30 in each year, the first such payment to fall due on March 31, 2025 and the last such payment (representing interest payable from and including the last Interest Payment Date to, but excluding, the Initial Debentures Maturity Date) to fall due on March 31, 2030, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. For certainty, the first interest payment will include interest accrued from and including the date of closing of the Offering to, but excluding, March 31, 2025, which will be equal to \$18.47 for each \$1,000 principal amount of Initial Debentures. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record date for the payment of interest on the Initial Debentures will be that date which is five Business Days prior to each Interest Payment Date.
- (4) The Initial Debentures will be redeemable in accordance with the terms of Article 4, provided that the Initial Debentures will not be redeemable before March 31, 2028 (the "**First Call Date**"), except in the event of the satisfaction of certain conditions after a Change of Control has occurred as provided herein. On and after the First Call Date and at any time prior to March 31, 2029, the Initial Debentures may be redeemed at the option of the Corporation, but only to the extent permitted by (and subject to compliance with) the terms of the Credit Agreement and the terms of any future Senior Secured Indebtedness, in whole or in part from time to time on notice as provided for in Section 4.3 at a Redemption Price equal to 103.875% of the principal amount of the Initial Debentures being redeemed (the "**First Redemption Amount**") plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date. On and after March 31, 2029 and at any time prior to the Maturity Date, the Initial Debentures may be redeemed at the option of the Corporation, but only to the extent permitted by (and subject to compliance with) the terms of the Credit Agreement and the terms of any Senior Secured Indebtedness, in whole or in part from time to time on notice as provided for in Section 4.3 at a Redemption Price equal to the principal amount of the Initial Debentures being redeemed (the "**Second Redemption Amount**") plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date. The Redemption Notice for the Initial Debentures shall be substantially in the form of Schedule B.
- (5) The Initial Debentures will be direct senior unsecured obligations of the Corporation and will rank
  - (i) subordinate to all existing and future Senior Secured Indebtedness of the Corporation,
  - (ii) subordinate to all existing and future secured Indebtedness that is not Senior Secured Indebtedness, but only to the extent of the value of the assets securing such other secured Indebtedness, or other indebtedness of the Corporation that ranks senior to the Debentures by operation of law, (iii) *pari passu* with each Debenture issued under this Indenture in accordance with Section 2.13 and with all other present and future unsecured unsubordinated Indebtedness of the Corporation that is not Senior Secured Indebtedness, or that is not Indebtedness described in

clause (ii) above, including trade payables (which shall rank *pari passu* with the Debentures), (iv) senior in right of payment to Indebtedness of the Corporation that by its terms is subordinated in right of payment to the Debentures, and (v) structurally subordinated to all existing and future obligations, including Indebtedness (including Indebtedness under or in relation to Senior Secured Indebtedness) and trade payables, of the Corporation's Subsidiaries.

- (6) On redemption or maturity of the Initial Debentures, the Corporation may, at its option and subject to the provisions of Section 4.6 and Section 4.10, as applicable, and subject to regulatory approval (including the approval of the TSX), elect to satisfy its obligation to pay all or a portion of the aggregate principal amount and premium, if any, of the Initial Debentures due on redemption or maturity by issuing and delivering to such holders of Initial Debentures Freely Tradeable Common Shares pursuant to the provisions of Section 4.6 and Section 4.10, as applicable. If the Corporation elects to exercise such option, it shall provide details in the Redemption Notice or deliver a maturity notice (the "**Maturity Notice**") to the holders of the Initial Debentures in substantially the form of Schedule C and provide the necessary details.
- (7) The Initial Debentures shall be issued in denominations of \$1,000 and integral multiples of \$1,000. Each Initial Debenture and the certificate of the Trustee endorsed thereon shall be issued in substantially the form set out in Schedule A, with such insertions, omissions, substitutions or other variations as shall be required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by the Board of Directors executing such Initial Debenture in accordance with Section 2.7 hereof, as conclusively evidenced by their execution of an Initial Debenture. Each Initial Debenture shall additionally bear such distinguishing letters and numbers as the Trustee shall approve. Notwithstanding the foregoing, an Initial Debenture may be in such other form or forms as may, from time to time, be approved by a resolution of the Board of Directors, or as specified in an Officer's Certificate. The Initial Debentures may be engraved, lithographed, printed, mimeographed or typewritten or partly in one form and partly in another.

The Initial Debentures shall be issued as Book Based Only Debentures and will be registered in the name of the Depository (or any nominee of the Depository) which, as of the date hereof, shall be CDS. No beneficial holder will receive definitive certificates representing their interest in Debentures except as provided in this Section 2.4(7) and Section 3.2. A Book Based Only Debenture may be exchanged for Debentures in registered form that are not Global Debentures, or transferred to and registered in the name of a person other than the Depository for such Global Debentures or a nominee thereof, as provided in Section 3.2.

- (8) Upon and subject to the provisions of Article 9 the Corporation may elect, from time to time, to satisfy any Interest Obligation on the Initial Debentures on any Interest Payment Date (including, for greater certainty, upon maturity or at redemption) by delivering: (i) cash, (ii) Common Shares, or (iii) a combination of (i) and (ii), to the Trustee.
- (9) Within 30 days following the occurrence of a Change of Control, and subject to the provisions and conditions of this Section 2.4(9), the Corporation shall be obligated to offer to purchase all of the Initial Debentures then outstanding. The terms and conditions of such obligation are set forth below:

- (a) Within 30 days following the occurrence of a Change of Control, the Corporation shall deliver to the Trustee, and the Trustee shall promptly deliver to the holders of the Initial Debentures, a notice stating that there has been a Change of Control and specifying the date on which such Change of Control occurred and the circumstances or events giving rise to such Change of Control (a "**Change of Control Notice**") together with an offer in writing (the "**Change of Control Purchase Offer**") to purchase, on the Change of Control Purchase Date (as defined below), all (or any portion actually tendered to such offer) of the Initial Debentures then outstanding from the holders thereof made in accordance with the requirements of Applicable Securities Legislation at a price per Initial Debenture equal to 100% of the aggregate outstanding principal amount thereof (the "**Offer Price**") plus accrued and unpaid interest on such Initial Debentures up to, but excluding, the Change of Control Purchase Date (collectively, the "**Total Offer Price**"). If such Change of Control Purchase Date is after a record date for the payment of interest on the Initial Debentures but on or prior to an Interest Payment Date, then the interest payable on such date will be paid to the holder of record of the Debentures on the relevant record date.
- (b) The Change of Control Purchase Offer shall include:
- (i) the Offer Price for the Initial Debentures;
  - (ii) the date (the "**Expiry Date**") and time (the "**Expiry Time**") on which the Change of Control Purchase Offer shall expire, which date and time shall not, unless otherwise required by Applicable Securities Legislation, be earlier than the close of business on the 30<sup>th</sup> day and not later than the close of business on the 60<sup>th</sup> day following the date on which the Change of Control Purchase Offer is delivered or mailed by the Corporation to the Trustee;
  - (iii) that the Change of Control Purchase Offer may be accepted by the Debentureholders by tendering the Initial Debentures so held by them to the Trustee at the corporate trust office or such other address specified in the notice prior to the Expiry Date and Expiry Time together with the acceptance notice in form and substance acceptable to the Trustee, as attached to the Change of Control Purchase Offer delivered to the Debentureholders (the "**Acceptance Notice**");
  - (iv) that Debentureholders may accept the Change of Control Purchase Offer in respect of all or a portion (in a minimum amount of \$1,000 principal amount and multiples thereof) of their Initial Debentures; and
  - (v) a date (the "**Change of Control Purchase Date**") no later than the fifth Business Day following the Expiry Date on which the Corporation shall:
    - (A) take up and pay for all the Initial Debentures duly tendered in acceptance of the Change of Control Purchase Offer; and
    - (B) that Debentureholders will be entitled to withdraw their acceptance election if the Trustee receives, not later than the Expiry Time, a letter duly executed by the Debentureholder setting forth the name of such Debentureholder, the principal amount of Initial Debentures delivered for purchase being withdrawn, the certificate number representing such principal amount being withdrawn and a statement that such

Debentureholder is withdrawing his election to have such Initial Debentures purchased.

If any of the Initial Debentures are in the form of Global Debentures, then the Corporation shall modify such notice to the extent necessary to accord with the Applicable Procedures of the book-entry only registration system.

- (c) Initial Debentures for which holders have accepted the Change of Control Purchase Offer shall become due and payable at the Total Offer Price on the Change of Control Purchase Date, in the same manner and with the same effect as if it were the date of maturity specified in such Initial Debentures, anything therein or herein to the contrary notwithstanding. The Corporation shall deposit with the Trustee two Business Days prior to the Change of Control Purchase Date, an amount of money sufficient to pay the aggregate Total Offer Price in respect of all Initial Debentures duly tendered to the Change of Control Purchase Offer (less any tax required by law to be deducted in respect of accrued and unpaid interest). On the Change of Control Purchase Date, the Corporation shall (A) accept for payment Initial Debentures or portions thereof duly tendered pursuant to the Change of Control Purchase Offer, and (B) deliver, or cause to be delivered, to the Trustee an officers' certificate specifying the Initial Debentures or portions thereof accepted for payment by the Corporation. The Trustee will pay the Total Offer Price to the holders of the Initial Debentures in the respective amounts to which they are entitled in accordance with the Change of Control Purchase Offer as aforesaid.
- (d) If 90% or more of the aggregate principal amount of Initial Debentures outstanding on the date the Corporation provides the Change of Control Notice and the Change of Control Purchase Offer to holders of the Initial Debentures have been tendered for purchase pursuant to an Acceptance Notice on or prior the Expiry Date and Expiry Time, which have not been withdrawn in accordance with Section 2.4(9)(b)(v)(B), the Corporation has the right, upon written notice provided to the Trustee within 10 days following the Expiry Date (the "**90% Redemption Right Notice**"), to redeem all the Initial Debentures remaining outstanding as at the Expiry Date at the Total Offer Price as at the Change of Control Purchase Date (the "**90% Redemption Right**").
- (e) Upon receipt of the 90% Redemption Right Notice, the Trustee shall promptly provide written notice to each Debentureholder that did not previously accept the Change of Control Purchase Offer that:
  - (i) the Corporation has exercised the 90% Redemption Right and is purchasing all outstanding Initial Debentures effective on the Expiry Date at the Total Offer Price, and shall include a calculation of the amount payable to such holder as payment of the Total Offer Price as at the Change of Control Purchase Date;
  - (ii) each such holder must transfer their Initial Debentures to the Trustee on the same terms as those holders that accepted the Change of Control Purchase Offer and must send their respective Initial Debentures, duly endorsed for transfer, to the Trustee within 10 days after the sending of such notice; and
  - (iii) the rights of such holder under the terms of the Initial Debentures and this Indenture shall cease to be effective as of the Expiry Date provided the Corporation has, on or before the date on which the Corporation delivers the 90% Redemption Right Notice to the Trustee, paid the Total Offer Price to, or to the order of, the

Trustee and thereafter the Initial Debentures shall not be considered to be outstanding and the holder shall not have any right except to receive such holder's Total Offer Price upon surrender and delivery of such holder's Initial Debentures in accordance with the Indenture.

- (f) The Corporation shall, on or before 11:00 a.m. (Toronto time) on the second Business Day immediately prior to the date the Corporation delivers the 90% Redemption Right Notice, deposit with the Trustee or any paying agent to the order of the Trustee, such sums of money as may be sufficient to pay the Total Offer Price of the Initial Debentures to be purchased or redeemed by the Corporation pursuant to the 90% Redemption Right (less any tax required by law to be deducted in respect of accrued and unpaid interest), provided the Corporation may elect to satisfy this requirement by providing the Trustee with a wire transfer for such amounts required under this Section 2.4(9)(f) post-dated to the date the Corporation delivers the 90% Redemption Right Notice to the Trustee. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with such purchase. Every such deposit shall be irrevocable. From the sums so deposited, the Trustee shall pay or cause to be paid to the holders of such Initial Debentures, the Total Offer Price to which they are entitled (less any tax required by law to be deducted in respect of accrued and unpaid interest) on the Corporation's purchase or redemption upon surrender and delivery of such holders' Initial Debentures (the "**90% Redemption Right Purchase Date**").
- (g) In the event that one or more of such Initial Debentures being purchased in accordance with this Section 2.4(9) becomes subject to purchase in part only, upon surrender of such Initial Debentures for payment of the Total Offer Price, the Corporation shall execute and the Trustee shall certify and deliver without charge to the holder thereof or upon the holder's order, one or more new Initial Debentures for the portion of the principal amount of the Initial Debentures not purchased.
- (h) From and after the Change of Control Purchase Date or the 90% Redemption Right Purchase Date, as applicable, if the money necessary to purchase or redeem the Initial Debentures shall have been deposited as provided in this Section 2.4(9) and affidavits or other proofs satisfactory to the Trustee as to the publication and/or mailing of such notices shall have been lodged with it, interest on the Initial Debentures shall cease. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.
- (i) In case the holder of any Initial Debenture to be purchased or redeemed in accordance with this Section 2.4(9) shall fail on or before the Change of Control Purchase Date or the 90% Redemption Right Purchase Date to so surrender such holder's Initial Debenture or shall not within such time accept payment of the monies payable or give such receipt therefor, if any, as the Trustee may require, such monies may be set aside in trust without interest, either in the deposit department of the Trustee or in a chartered bank, and such setting aside shall for all purposes be deemed a payment to the Debentureholder of the sum so set aside and the Debentureholder shall have no other right except to receive payment of the monies so paid and deposited upon surrender and delivery of such holder's Initial Debenture. In the event that any money required to be deposited hereunder with the Trustee or any depository or paying agent on account of principal, premium, if any, or interest, if any, on Initial Debentures issued hereunder shall remain so deposited for a period of six years from the Change of Control Purchase Date or the 90% Redemption Right Purchase Date, as

applicable, then, subject to any applicable law regarding unclaimed property, such monies, together with any accumulated interest thereon, shall at the end of such period be paid over or delivered over by the Trustee or such depository or paying agent to the Corporation and the Trustee shall not be responsible to Debentureholders for any amounts owing to them. Notwithstanding the foregoing, upon direction by the Corporation, the Trustee will pay any remaining funds deposited hereunder on that date which is six years after the Change of Control Purchase Date or the 90% Redemption Right Purchase Date, as applicable (the "**Unclaimed Funds Return Date**") to the Corporation upon receipt from the Corporation of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds.

- (j) Subject to the provisions above related to Initial Debentures purchased in part, all Initial Debentures redeemed and paid under this Section 2.4(9) shall forthwith be delivered to the Trustee and cancelled and no Initial Debentures shall be issued in substitution therefor.
- (k) In addition, upon the occurrence of a Change of Control prior to the First Call Date, the Corporation may, at its option and for cash only, prior to the First Call Date, redeem all the Initial Debentures (the "**Redeemed Change of Control Debentures**") at a price per Initial Debenture equal to 103.875% of the principal amount thereof plus an aggregate amount equal to the interest that (i) has accrued and is unpaid as at the Redemption Date and (ii) would have accrued and been payable up to, and including, the First Call Date had such Initial Debentures not been redeemed pursuant to this Section 2.4(9)(k) (the "**Change of Control Redemption Amount**"). The provisions of Section 4.3, Section 4.4, Section 4.5, Section 4.7 and Section 4.8 shall apply *mutatis mutandis* (with the necessary adaptations) with respect to the redemption, surrender and cancellation of the Redeemed Change of Control Debentures.

## **2.5 Certification and Delivery of Additional Debentures**

The Corporation may from time to time request the Trustee to certify and/or, in the case of Book Based Only Debentures, issue and authenticate, and deliver Additional Debentures of any series by delivering to the Trustee the documents referred to below in this Section 2.5 whereupon the Trustee shall certify such Debentures and cause the same to be delivered in accordance with the Written Direction of the Corporation referred to below or pursuant to such procedures acceptable to the Trustee as may be specified from time to time by a Written Direction of the Corporation. The maturity date, issue date, interest rate (if any) and any other terms of the Debentures of such series shall be set forth in or determined by or pursuant to such Written Direction of the Corporation and procedures. In certifying and authenticating such Debentures, the Trustee shall be entitled to receive and shall be fully protected in relying upon, unless and until such documents have been superseded or revoked:

- (a) an Officer's Certificate and/or executed supplemental indenture by or pursuant to which the form and terms of such Additional Debentures were established;
- (b) a Written Direction of the Corporation requesting certification and/or, in the case of Book Based Only Debentures, authentication, issuance and delivery or deposit, as the case may be, of such Additional Debentures and setting forth delivery instructions, provided that, with respect to Debentures of a series subject to a Periodic Offering:
  - (i) such Written Direction of the Corporation may be delivered by the Corporation to the Trustee prior to the delivery to the Trustee of such Additional Debentures of such series for certification, authentication and delivery;

- (ii) the Trustee shall certify and deliver Additional Debentures of such series for original issue from time to time, in an aggregate principal amount not exceeding the aggregate principal amount, if any, established for such series, pursuant to a Written Direction of the Corporation or pursuant to procedures acceptable to the Trustee as may be specified from time to time by a Written Direction of the Corporation;
  - (iii) the maturity date or dates, issue date or dates, interest rate or rates (if any) and any other terms of Additional Debentures of such series shall be determined by an executed supplemental indenture or by Written Direction of the Corporation or pursuant to such procedures; and
  - (iv) if provided for in such procedures, such Written Direction of the Corporation may authorize certification, authentication and delivery of Book Based Only Debentures pursuant to electronic instructions from the Corporation which electronic instructions shall be promptly confirmed in writing;
- (c) an opinion of counsel, in form and substance satisfactory to the Trustee, acting reasonably, to the effect that all requirements imposed by this Indenture and by law in connection with the proposed issue of Additional Debentures have been complied with, subject to the delivery of certain documents or instruments specified in such opinion; and
  - (d) an Officer's Certificate certifying that the Corporation is not in default under this Indenture, that the terms and conditions for the certification and/or, in the case of Book Based Only Debentures, authentication, issuance and delivery of Additional Debentures (including those set forth in Section 14.5), have been complied with subject to the delivery of any documents or instruments specified in such Officer's Certificate and that no Event of Default exists or will exist upon such certification and delivery.

## 2.6 Issue of Global Debentures

- (1) The Corporation may specify that the Debentures of a series are to be issued in whole or in part as one or more Global Debentures registered in the name of a Depository, or its nominee, designated by the Corporation in the Written Direction of the Corporation delivered to the Trustee at the time of issue of such Debentures, and in such event the Corporation shall execute and the Trustee shall certify and deliver one or more Global Debentures that shall:
  - (a) represent an aggregate amount equal to the principal amount of the outstanding Debentures of such series to be represented by one or more Global Debentures;
  - (b) be delivered by the Trustee to such Depository or pursuant to such Depository's instructions; and
  - (c) bear a legend substantially to the following effect:
    - (i) **"This Debenture is a Global Debenture within the meaning of the Indenture herein referred to and is registered in the name of a Depository or a nominee thereof. This Debenture may not be transferred to or exchanged for Debentures registered in the name of any person other than the Depository or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Debenture authenticated**

and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Debenture shall be a Global Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.

- (ii) Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to Cardinal Energy Ltd. (the "Issuer") or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate."

- (2) Each Depository designated for a Global Debenture or Book Based Only Debenture must, at the time of its designation and at all times while it serves as such Depository, be a clearing agency registered or designated under the securities legislation of the jurisdiction where the Depository has its principal offices.

## 2.7 U.S. Restrictions

- (1) The Debentures and Common Shares (together with the Debentures, the "**Securities**") issuable in respect thereof have not been and will not be registered under the 1933 Act or applicable state securities laws. To the extent that Debentures are offered or sold in the United States or on behalf of a person in the United States in reliance on Rule 144A under the 1933 Act, the Debentures will be Book Based Only Debentures. Additionally, all Securities issued in exchange for, in substitution of or in respect of the foregoing Debentures, including Common Shares, will be restricted to the extent the foregoing Debentures were restricted, and will be **only on a book based (electronic) register** in the name of the Depository and will not bear a United States specific restrictive legend upon reliance on representations made by the investor to the Corporation.
- (2) Debentures originally offered or sold in the United States or on behalf of a person in the United States may only be transferred outside the United States in reliance on Rule 904 of Regulation S. Any such sale in compliance with Rule 904 of Regulation S shall be effected by providing a declaration to the Trustee, as registrar and transfer agent for the Debentures, substantially as set forth in Schedule D hereto (or as the Corporation or the Trustee may prescribe from time to time), together with any other evidence reasonably requested by the Corporation or the Trustee, which evidence may include an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Corporation and the Trustee, to the effect that the transfer is being made in compliance with Rule 904 of Regulation S.

## 2.8 Execution of Debentures

Unless issued as Book Based Only Debentures, all Debentures shall be signed (either manually or by facsimile or other electronic signature) by any one authorized trustee or officer of the Corporation holding office at the time of signing. A facsimile or electronic signature upon a Debenture shall for all purposes of this Indenture be deemed to be the signature of the person whose signature it purports to be. Notwithstanding that any person whose signature, either manual or in facsimile or electronic

form, appears on a Debenture as a trustee or officer may no longer hold such office at the date of the Debenture or at the date of the certification and delivery thereof, such Debenture shall be valid and binding upon and enforceable against the Corporation and entitled to the benefits of this Indenture.

## **2.9 Certification**

- (1) Other than Book Based Only Debentures, no Debenture shall be issued or, if issued, shall be obligatory or shall entitle the holder to the benefits of this Indenture, until it has been certified by or on behalf of the Trustee substantially in the form set out in this Indenture, in the relevant supplemental indenture, or in some other form approved by the Trustee, and in the case of Debentures issued as Book Based Only Debentures, until such Debentures have been authenticated in accordance with the internal procedures of the Trustee. Such certification or authentication on any Debenture shall be conclusive evidence that such Debenture is duly issued, is a valid obligation of the Corporation and the holder is entitled to the benefits hereof.
- (2) The certificate of the Trustee signed on the Debentures, or interim Debentures hereinafter mentioned, shall not be construed as a representation or warranty by the Trustee as to the validity of this Indenture or of the Debentures or interim Debentures or as to the issuance of the Debentures or interim Debentures and the Trustee shall in no respect be liable or answerable for the use made of the Debentures or interim Debentures or any of them or the proceeds thereof. The certificate of the Trustee on the Debentures or interim Debentures shall, however, be a representation and warranty by the Trustee that the Debentures or interim Debentures have been duly certified by or on behalf of the Trustee pursuant to the provisions of this Indenture.

## **2.10 Interim Debentures or Certificates**

Pending the delivery of definitive Debentures of any series to the Trustee, the Corporation may issue and the Trustee certify in lieu thereof interim Debentures in such forms and in such denominations and signed in such manner as provided herein, entitling the holders thereof to definitive Debentures of the series when the same are ready for delivery; or the Corporation may execute and the Trustee certify a temporary Debenture for the whole principal amount of Debentures of the series then authorized to be issued hereunder and deliver the same to the Trustee and thereupon the Trustee may issue its own interim certificates in such form and in such amounts, not exceeding in the aggregate the principal amount of the temporary Debenture so delivered to it, as the Corporation and the Trustee may approve entitling the holders thereof to definitive Debentures of the series when the same are ready for delivery; and, when so issued and certified, such interim or temporary Debentures or interim certificates shall, for all purposes but without duplication, rank in respect of this Indenture equally with Debentures duly issued hereunder and, pending the exchange thereof for definitive Debentures, the holders of the interim or temporary Debentures or interim certificates shall be deemed without duplication to be Debentureholders and entitled to the benefit of this Indenture to the same extent and in the same manner as though the said exchange had actually been made. Forthwith after the Corporation shall have delivered the definitive Debentures to the Trustee, the Trustee shall cancel such temporary Debentures, if any, and shall call in for exchange all interim Debentures or certificates that shall have been issued and forthwith after such exchange shall cancel the same. No charge shall be made by the Corporation to the holders of such interim or temporary Debentures or interim certificates for the exchange thereof. All interest paid upon interim or temporary Debentures or interim certificates shall be noted thereon as a condition precedent to such payment unless paid by cheque to the registered holders thereof.

## 2.11 Mutilation, Loss, Theft or Destruction

In case any of the Debentures issued hereunder shall become mutilated or be lost, stolen or destroyed, the Corporation, in its discretion, may issue, and thereupon the Trustee shall certify and deliver, a new Debenture upon surrender and cancellation of the mutilated Debenture, or in the case of a lost, stolen or destroyed Debenture, in lieu of and in substitution for the same, and the substituted Debenture shall be in a form approved by the Trustee and shall be entitled to the benefits of this Indenture and rank equally in accordance with its terms with all other Debentures issued or to be issued hereunder. In case of loss, theft or destruction, the applicant for a substituted Debenture shall furnish to the Corporation and to the Trustee such evidence of the loss, theft or destruction of the Debenture as shall be satisfactory to them in their discretion and shall also furnish an indemnity and surety bond satisfactory to them in their discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Debenture.

## 2.12 Concerning Interest

- (1) All Debentures issued hereunder, whether originally or upon exchange or in substitution for previously issued Debentures which are interest bearing, shall bear interest (i) from and including their issue date, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding Debentures of that series, whichever shall be the later, or, in respect of Debentures subject to a Periodic Offering, from and including their issue date or from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on such Debentures, in all cases, to and excluding the next Interest Payment Date.
- (2) Subject to Section 2.4(3) and Section 2.12(3), unless otherwise specifically provided in the terms of the Debentures of any series, interest shall be computed on the basis of the actual number of days in the applicable calendar year. With respect to any series of Debentures, whenever interest is computed on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.
- (3) For the purposes solely of disclosure under the *Interest Act* (Canada), whenever interest to be paid on any series of the Debentures is to be calculated on the basis of a year of 360 days consisting of twelve 30-day months, the yearly rate of interest to which the rate used in such calculation is equivalent during any particular period is the rate so used multiplied by a fraction of which:
  - (a) the numerator is the product of:
    - (i) the actual number of days in the calendar year in which such period ends, and
    - (ii) the sum of (A) the product of (x) 30 and (y) the number of complete months elapsed in the relevant period and (B) the number of days elapsed in any incomplete month in the relevant period, and
  - (b) the denominator is the product of (i) 360 and (ii) the actual number of days in the relevant period.

## **2.13 Ranking of Debentures**

The Debentures will be direct senior unsecured obligations of the Corporation. Each Debenture will rank (a) subordinate to all existing and future Senior Secured Indebtedness of the Corporation, (b) subordinate to all existing and future secured Indebtedness that is not Senior Secured Indebtedness, but only to the extent of the value of the assets securing such other secured Indebtedness, or other Indebtedness of the Corporation that ranks senior to the Debentures by operation of law, (c) *pari passu* with each Debenture issued under this Indenture and with all other present and future unsecured unsubordinated Indebtedness of the Corporation that is not Senior Secured Indebtedness, or that is not Indebtedness described in clause (b) above, including trade payables (which shall rank *pari passu* with the Debentures), (d) senior in right of payment to Indebtedness of the Corporation that by its terms is subordinated in right of payment to the Debentures, and (e) structurally subordinated to all existing and future obligations, including Indebtedness (including Indebtedness under or in relation to Senior Secured Indebtedness) and trade payables, of the Corporation's Subsidiaries.

## **2.14 Payments of Amounts Due on Maturity**

Except as may otherwise be provided herein or in any supplemental indenture in respect of any series of Debentures and subject to Section 4.10, payments of amounts due upon maturity of the Debentures will be made in the following manner. The Corporation will establish and maintain with the Trustee a Maturity Account for each series of Debentures. Each such Maturity Account shall be maintained by and be subject to the control of the Trustee for the purposes of this Indenture. On or before 11:00 a.m. (Toronto time) on the Business Day immediately prior to each Maturity Date for Debentures outstanding from time to time under this Indenture, the Corporation will deliver to the Trustee a wire transfer for deposit in the applicable Maturity Account in an amount sufficient to pay the cash amount payable in respect of such Debentures (including the principal amount together with any accrued and unpaid interest thereon less any tax required by law to be deducted), provided the Corporation may elect to satisfy this requirement with the consent of the Trustee by providing the Trustee with a banker's draft for such amounts required under this Section 2.14. The Trustee, on behalf of the Corporation, will pay to each holder entitled to receive payment of the principal amount of and premium (if any) and accrued and unpaid interest (if any) on the Debenture, upon surrender of the Debenture at any branch of the Trustee designated for such purpose from time to time by the Corporation and the Trustee. The delivery of such funds to the Trustee for deposit to the applicable Maturity Account will satisfy and discharge the liability of the Corporation for the Debentures to which the delivery of funds relates to the extent of the amount delivered (plus the amount of any tax deducted as aforesaid) and such Debentures will thereafter to that extent not be considered as outstanding under this Indenture and such holder will have no other right in regard thereto other than to receive out of the money so delivered or made available the amount to which it is entitled.

## **2.15 Payment of Interest**

The following provisions shall apply to Debentures, except as otherwise provided in Section 2.4(3) or specified in a resolution of the Board of Directors, an Officer's Certificate or a supplemental indenture relating to a particular series of Additional Debentures:

- (a) As interest becomes due on each Debenture (except, subject to certain exceptions set forth herein including in Section 2.4(3), or at maturity or redemption, when interest may at the option of the Corporation be paid upon surrender of such Debenture), the Corporation, either directly or through the Trustee or any agent of the Trustee, shall send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any tax required to be withheld therefrom) to the order of the registered holder of such Debenture appearing on the registers

maintained by the Trustee at the close of business on the record date prior to the applicable Interest Payment Date and addressed to the holder at the holder's last address appearing on the register, unless such holder otherwise directs. If payment is made by cheque, such cheque shall be forwarded to Debentureholders at least three Business Days prior to each date on which interest becomes due (provided the Trustee has received applicable funding) and if payment is made by other means (such as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds at least one Business Day prior to the applicable Interest Payment Date), such payment shall be made in a manner whereby the holder receives credit for such payment on the date such interest on such Debenture becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Debenture, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the person to whom it is so sent as aforesaid, the Corporation will issue to such person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Corporation is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Debenture in the manner provided above, the Corporation may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above.

- (b) Notwithstanding Section 2.15(a), if a series of Debentures or any portion thereof is represented by a Global Debenture or Book Based Only Debenture, then all payments of interest on the Global Debenture or Book Based Only Debenture, as the case may be, shall be made by electronic funds transfer or wire transfer made payable (i) to the Depository or its nominee on the day interest is payable for subsequent payment to Beneficial Holders of the applicable Global Debenture or Book Based Only Debenture, unless the Corporation and the Depository otherwise agree or (ii) if the Corporation wishes to have the Trustee act as interest paying agent, to the Trustee by no later than the second Business Day prior to the day interest is payable for subsequent payment to Beneficial Holders of the applicable Global Debenture. None of the Corporation, the Trustee or any agent of the Trustee for any Debenture issued as a Global Debenture or Book Based Only Debenture will be liable or responsible to any person for any aspect of the records related to or payments made on account of beneficial interests in any Global Debenture or Book Based Only Debenture or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

### **ARTICLE 3**

#### **REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP**

##### **3.1 Fully Registered Debentures**

- (1) With respect to each series of Debentures issuable as Fully Registered Debentures, the Corporation shall cause to be kept by and at the principal office of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as may be specified in the Debentures of such series or as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the holders of Fully Registered Debentures and particulars of the Debentures held by them respectively and of all transfers of Fully Registered Debentures. Such

registration shall be noted on the Debentures by the Trustee or other registrar unless a new Debenture shall be issued upon such transfer.

- (2) No transfer of a Fully Registered Debenture shall be valid unless made on such register referred to in Section 3.1(1) by the registered holder or such holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Trustee or other registrar upon surrender of the Debentures together with a duly executed form of transfer acceptable to the Trustee and upon compliance with such other reasonable requirements as the Trustee or other registrar may prescribe, or unless the name of the transferee shall have been noted on the Debenture by the Trustee or other registrar.

### **3.2 Global Debentures and Book Based Only Debentures**

- (1) With respect to each series of Debentures issuable in whole or in part as one or more Global Debentures or as Book Based Only Debentures, the Corporation shall cause to be kept by and at the principal offices of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the name and address of the holder of each such Global Debenture or Book Based Only Debenture (being the Depository, or its nominee, for such Global Debenture or Book Based Only Debenture) as holder thereof and particulars of the Global Debenture or Book Based Only Debenture held by it, and of all transfers thereof. If any Debentures of such series are at any time not Global Debentures or Book Based Only Debentures, the provisions of Section 3.1 shall also apply with respect to registrations and transfers of such Debentures.
- (2) Notwithstanding any other provision of this Indenture, a Global Debenture or Book Based Only Debenture may not be transferred by the registered holder thereof and, accordingly, no definitive certificates shall be issued to Beneficial Holders except through the records maintained by CDS or its nominee in the following circumstances or as otherwise specified in a resolution of the Board of Directors, Officer's Certificate or supplemental indenture relating to a particular series of Additional Debentures:
  - (a) Global Debentures and Book Based Only Debentures may be transferred by a Depository to a nominee of such Depository or by a nominee of a Depository to such Depository or to another nominee of such Depository or by a Depository or its nominee to a successor Depository or its nominee;
  - (b) Global Debentures and Book Based Only Debentures may be transferred at any time after the Depository for such Global Debentures or Book Based Only Debentures, as the case may be, (i) has notified the Corporation that it is unwilling or unable to continue as Depository for such Global Debentures or Book Based Only Debentures, or (ii) ceases to be eligible to be a Depository under Section 2.6(2), provided that at the time of such transfer the Corporation has not appointed a successor Depository for such Global Debentures or Book Based Only Debentures;
  - (c) Global Debentures and Book Based Only Debentures may be transferred at any time after the Corporation has determined, in its sole discretion, to terminate the book-entry only registration system or book based entry, as applicable, in respect of such Global Debentures or Book Based Only Debentures and has communicated such determination to the Trustee in writing;

- (d) Global Debentures and Book Based Only Debentures may be transferred at any time after the Trustee has determined that an Event of Default has occurred and is continuing with respect to the Debentures of the series issued as a Global Debenture or Book Based Only Debentures, as the case may be, provided that Beneficial Holders representing, in the aggregate, not less than 25% of the aggregate principal amount of the Debentures of such series advise the Depository in writing, through the Depository Participants, that the continuation of the book-entry only registration system or book based entry, as applicable, for such series of Debentures is no longer in their best interest and also provided that at the time of such transfer the Trustee has not waived the Event of Default pursuant to Section 7.3;
  - (e) Global Debentures and Book Based Only Debentures may be transferred if required by applicable law; or
  - (f) Global Debentures and Book Based Only Debentures may be transferred if the book-entry only registration system or book based entry, as applicable, ceases to exist.
- (3) With respect to the Global Debentures and Book Based Only Debentures, unless and until definitive certificates have been issued to Beneficial Holders pursuant to Section 3.2(2):
- (a) the Corporation and the Trustee may deal with the Depository for all purposes (including paying interest on the Debentures) as the sole holder of such series of Debentures and the authorized representative of the Beneficial Holders;
  - (b) the rights of the Beneficial Holders shall be exercised only through the Depository and shall be limited to those established by law and agreements between such Beneficial Holders and the Depository or the Depository Participants;
  - (c) the Depository will make book-entry or book based, as applicable, transfers among the Depository Participants; and
  - (d) whenever this Indenture requires or permits actions to be taken based upon instruction or directions of Debentureholders evidencing a specified percentage of the outstanding Debentures, the Depository shall be deemed to be counted in that percentage only to the extent that it has received instructions to such effect from the Beneficial Holders or the Depository Participant, and has delivered such instructions to the Trustee.
- (4) Whenever a notice or other communication is required to be provided to Debentureholders, unless and until definitive certificate(s) have been issued to Beneficial Holders pursuant to this Section 3.2, the Trustee shall provide all such notices and communications to the Depository and the Depository shall deliver such notices and communications to such Beneficial Holders in accordance with Applicable Securities Legislation. Upon the termination of the book-entry only registration system or book based entry, as applicable, on the occurrence of one of the conditions specified in Section 3.2(2) with respect to a series of Debentures issued hereunder, the Trustee shall notify all applicable Depository Participants and Beneficial Holders, through the Depository, of the availability of definitive Debenture certificates. Upon surrender by the Depository of the certificate(s) representing the Global Debentures and receipt of new registration instructions from the Depository, the Trustee shall deliver the definitive Debenture certificates for such Debentures to the holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Debentures will be governed by Section 3.1 and the remaining Sections of this Article 3.

- (5) Notwithstanding any other provisions of this Indenture or the Debentures, transfers and exchanges of Debentures and beneficial interests in Global Debentures or Book Based Only Debentures, as the case may be, shall be made in accordance with this Section 3.2(5). Except as may be required by the Trustee or the Depository, no written orders or instructions shall be required to be delivered to the Trustee to effect a transfer of a beneficial interest in a Global Debenture or Book Based Only Debenture, as applicable, to Persons who take delivery thereof in the form of a beneficial interest in the same Global Debenture or Book Based Only Debenture.

### **3.3 Transferee Entitled to Registration**

The transferee of a Debenture shall be entitled, after the appropriate form of transfer is lodged in good order with the Trustee or other registrar and upon compliance with all other conditions in relation thereto required by this Indenture or by law, to be entered on the register as the owner of such Debenture free from all equities or rights of set-off or counterclaim between the Corporation and the transferor or any previous holder of such Debenture, save in respect of equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction. Upon surrender for registration of transfer of Debentures, the Corporation shall issue and thereupon the Trustee shall certify and deliver a new Debenture certificate of like tenor in the name of the designated transferee and register such transfer in accordance with Section 3.1. If less than all the Debentures evidenced by the Debenture certificate(s) so surrendered are transferred, the transferor shall be entitled to receive, in the same manner, a new Debenture certificate registered in its name evidencing the Debentures not transferred.

### **3.4 No Notice of Trusts**

Neither the Corporation nor the Trustee nor any registrar shall be bound to take notice of or see to the execution of any trust (other than that created by this Indenture) whether express, implied or constructive, in respect of any Debenture, and may transfer the same on the direction of the person registered as the holder thereof, whether named as trustee or otherwise, as though that person were the beneficial owner thereof.

### **3.5 Registers Open for Inspection**

The registers referred to in Section 3.1 and Section 3.2 shall at all reasonable times be open for inspection by the Corporation, the Trustee or any Debentureholder. Every registrar, including the Trustee, shall from time to time when requested so to do by the Corporation, in writing, furnish the Corporation with a list of names and addresses of holders of registered Debentures entered on the register kept by them and showing the principal amount and serial numbers of the Debentures held by each such holder, provided the Trustee shall be entitled to charge a reasonable fee to provide such a list.

### **3.6 Exchanges of Debentures**

- (1) Subject to Section 3.2 and Section 3.7, Debentures in any authorized form or denomination, other than Global Debentures or Book Based Only Debentures, may be exchanged for Debentures in any other authorized form or denomination, of the same series and date of maturity, bearing the same interest rate and of the same aggregate principal amount as the Debentures so exchanged.
- (2) In respect of exchanges of Debentures permitted by Section 3.6(1), Debentures of any series may be exchanged only at the principal offices of the Trustee in the city of Calgary, Alberta or at such other place or places, if any, as may be specified in the Debentures of such series and at such other place or places as may from time to time be designated by the Corporation with the approval of the Trustee. Any Debentures tendered for exchange shall be surrendered to the Trustee. The

Corporation shall execute and the Trustee shall certify all Debentures necessary to carry out exchanges as aforesaid. All Debentures surrendered for exchange shall be cancelled.

- (3) Debentures issued in exchange for Debentures which at the time of such issue have been selected or called for redemption at a later date shall be deemed to have been selected or called for redemption in the same manner and shall have noted thereon a statement to that effect.

### **3.7 Closing of Registers**

- (1) Neither the Corporation nor the Trustee nor any registrar shall be required to:
  - (a) make transfers or exchanges of any Fully Registered Debentures on any Interest Payment Date for such Debentures or during the five preceding Business Days;
  - (b) make transfers or exchanges of any Debentures on the day of any selection by the Trustee of Debentures to be redeemed or during the 15 preceding Business Days; or
  - (c) make exchanges of any Debentures which will have been selected or called for redemption, as the register for the applicable series of Debentures shall be closed in respect of such actions on such dates.
- (2) Subject to any restriction herein provided, the Corporation with the approval of the Trustee may at any time close any register for any series of Debentures, other than those kept at the principal offices of the Trustee in Calgary, Alberta, and transfer the registration of any Debentures registered thereon to another register (which may be an existing register) and thereafter such Debentures shall be deemed to be registered on such other register. Notice of such transfer shall be given to the holders of such Debentures.

### **3.8 Charges for Registration, Transfer and Exchange**

For each Debenture exchanged, registered, transferred or discharged from registration, the Trustee or other registrar, except as otherwise herein provided, may make a reasonable charge for its services and in addition may charge a reasonable sum for each new Debenture issued (such amounts to be agreed upon from time to time by the Trustee and the Corporation), and payment of such charges and reimbursement of the Trustee or other registrar for any stamp taxes or governmental or other charges required to be paid shall be made by the party requesting such exchange, registration, transfer or discharge from registration as a condition precedent thereto. Notwithstanding the foregoing provisions, no charge shall be made to a Debentureholder hereunder:

- (a) for any exchange, registration, transfer or discharge from registration of any Debenture applied for within a period of two months from the date of the first delivery of Debentures of that series or, with respect to Debentures subject to a Periodic Offering, within a period of two months from the date of delivery of any such Debenture;
- (b) for any exchange of any interim or temporary Debenture or interim certificate that has been issued under Section 2.10 for a definitive Debenture;
- (c) for any exchange of a Global Debenture or Book Based Only Debenture as contemplated in Section 3.2; or
- (d) for any exchange of any Debenture resulting from a partial redemption under Section 4.2.

### **3.9 Ownership of Debentures**

- (1) Unless otherwise required by law, the person in whose name any registered Debenture is registered shall for all purposes of this Indenture be and be deemed to be the owner thereof and payment of or on account of the principal of and premium, if any, on such Debenture and interest thereon shall be made to such registered holder.
- (2) The registered holder for the time being of any registered Debenture shall be entitled to the principal, premium, if any, and/or interest evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between the Corporation and the original or any intermediate holder thereof and all persons may act accordingly and the receipt of any such registered holder for any such principal, premium or interest shall be a good discharge to the Trustee, any registrar and to the Corporation for the same and none shall be bound to inquire into the title of any such registered holder.
- (3) Where Debentures are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof may be paid to the order of all such holders, failing written instructions from them to the contrary, and the receipt of any one of such holders therefor shall be a valid discharge, to the Trustee, any registrar and to the Corporation.
- (4) In the case of the death of one or more joint holders of any Debenture the principal, premium, if any, and interest from time to time payable thereon may be paid to the order of the survivor or survivors of such registered holders upon receipt of documents that may be required by the Trustee and the receipt of any such survivor or survivors therefor shall be a valid discharge to the Trustee and any registrar and to the Corporation.

## **ARTICLE 4 REDEMPTION AND PURCHASE OF DEBENTURES**

### **4.1 Applicability of Article**

- (1) This Article 4 shall be subject, in all respects, to compliance with the Credit Agreement and the terms of any other Senior Secured Indebtedness.

Subject to regulatory approval (including the approval of the TSX), Section 2.4(4), Section 2.4(6) and Section 4.6, the Corporation shall have the right at its option to redeem, either in whole at any time or in part from time to time before maturity, either by payment of money, by issuance of Freely Tradeable Common Shares as provided in Section 4.6 or any combination thereof, any Debentures issued hereunder of any series which by their terms are made so redeemable (subject, however, to any applicable restriction on the redemption of Debentures of such series) at such rate or rates of premium, if any, and on such date or dates and in accordance with such other provisions as shall have been determined at the time of issue of such Debentures and as shall have been expressed in this Indenture, in the Debentures, in an Officer's Certificate, or in a supplemental indenture authorizing or providing for the issue thereof, or in the case of Additional Debentures issued pursuant to a Periodic Offering, in the Written Direction of the Corporation requesting the certification and delivery thereof.

- (2) Subject to regulatory approval (including the approval of the TSX), Section 2.4(6) and Section 4.10, the Corporation shall also have the right at its option to repay, either in whole or in part, on maturity, either by payment of money in accordance with Section 2.14 by issuance of Freely Tradeable Common Shares as provided in Section 4.10 or any combination thereof, any

Debentures issued hereunder of any series which by their terms are made so repayable on maturity (subject however, to any applicable restriction on the repayment of the principal amount of the Debentures of such series) at such rate or rates of premium, if any, and on such date or dates and in accordance with such other provisions as shall have been determined at the time of issue of such Debenture and shall have been expressed in this Indenture, in the Debentures, in an Officer's Certificate, or in a supplemental indenture authorizing or providing for the issue thereof, or in the case of Additional Debentures issued pursuant to a Periodic Offering, in the Written Direction of the Corporation requesting the certification and delivery thereof

#### **4.2 Partial Redemption**

If less than all the Debentures of any series for the time being outstanding are at any time to be redeemed, or if a portion of the Debentures being redeemed are being redeemed for cash and a portion of such Debentures are being redeemed by the payment of Freely Tradeable Common Shares pursuant to Section 4.6, the Debentures to be so redeemed shall be selected by the Trustee on a pro rata basis to the nearest multiple of \$1,000 in accordance with the principal amount of the Debentures registered in the name of each holder or in such other manner as the Trustee deems equitable, subject to the approval of the TSX (or such other exchange on which the Corporation has listed the Debentures), as may be required from time to time. Unless otherwise specifically provided in the terms of any series of Debentures, no Debenture shall be redeemed in part unless the principal amount redeemed is \$1,000 or a multiple thereof. For this purpose, the Trustee may make, and from time to time vary, regulations with respect to the manner in which such Debentures may be drawn for redemption and regulations so made shall be valid and binding upon all holders of such Debentures notwithstanding that as a result thereof one or more of such Debentures may become subject to redemption in part only or for cash only. In the event that one or more of such Debentures becomes subject to redemption in part only, upon surrender of any such Debentures for payment of the Redemption Price, the Corporation shall execute and the Trustee shall certify and deliver without charge to the holder thereof or upon the holder's order one or more new Debentures for the unredeemed part of the principal amount of the Debenture or Debentures so surrendered or, with respect to a Global Debenture, the Depository shall make notations on the Global Debenture of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Debenture" or "Debentures" as used in this Article 4 shall be deemed to mean or include any part of the principal amount of any Debenture which in accordance with the foregoing provisions has become subject to redemption.

#### **4.3 Notice of Redemption**

- (1) Notice of redemption (the "**Redemption Notice**") of any series of Debentures shall be given to the Trustee and to the holders of the Debentures to be so redeemed not more than 60 days nor less than 30 days prior to the date fixed for redemption (the "**Redemption Date**") in the manner provided in Section 13.2. Every such notice shall specify the aggregate principal amount of Debentures called for redemption, the Redemption Date, the Redemption Price and the places of payment and shall state that interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date. In addition, unless all the outstanding Debentures are to be redeemed, the Redemption Notice shall specify:
  - (a) the distinguishing letters and numbers of the registered Debentures which are to be redeemed (or of such portion thereof as are registered in the name of such Debentureholder);
  - (b) in the case of a published notice, the distinguishing letters and numbers of the Debentures which are to be redeemed or, if such Debentures are selected by terminal digit or other similar system, such particulars as may be sufficient to identify the Debentures so selected;

- (c) in the case of a Global Debenture or Book Based Only Debenture, that the redemption will take place in such manner as may be agreed upon by the Depository, the Trustee and the Corporation; and
  - (d) in all cases, the principal amounts of such Debentures or, if any such Debenture is to be redeemed in part only, the principal amount of such part.
- (2) In the event that all Debentures to be redeemed are registered Debentures, publication shall not be required.

Notwithstanding any provisions made in this Indenture with respect to redemptions, the expiry dates, payment dates and other acts that may be required to be done in connection with this Indenture, may be altered due to the internal procedures and processes with respect to cut-off times of the Depository. It is understood and agreed to by the parties hereto that the Trustee shall have no responsibility in connection with any cut-off time imposed by the Depository.

#### **4.4 Debentures Due on Redemption Dates**

Notice having been given as aforesaid, all the Debentures so called for redemption shall thereupon be and become due and payable at the Redemption Price, on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the date of maturity specified in such Debentures, anything therein or herein to the contrary notwithstanding, and from and after such Redemption Date, if the monies necessary to redeem, or the Common Shares to be issued to redeem, such Debentures shall have been deposited as provided in Section 4.5 and affidavits or other proof satisfactory to the Trustee as to the publication and/or mailing of such notices shall have been lodged in good order with it, interest upon the Debentures so called for redemption shall cease. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

#### **4.5 Deposit of Redemption Monies or Common Shares**

Redemption of Debentures shall be provided for by the Corporation depositing with the Trustee or any paying agent to the order of the Trustee, on or before 11:00 a.m. (Toronto time) on the Business Day immediately prior to the Redemption Date specified in such notice, such sums of money, or certificates (or other acceptable arrangements) representing such Common Shares (if applicable), or both as the case may be, as may be sufficient to pay the Redemption Price of the Debentures so called for redemption, provided the Corporation may elect to satisfy this requirement by providing the Trustee with a wire transfer for such amounts required under this Section 4.5 post-dated to the Redemption Date. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with such redemption. Every such deposit shall be irrevocable. From the sums so deposited, or certificates so deposited, or both, the Trustee shall pay or cause to be paid, or issue or cause to be issued, to the holders of such Debentures so called for redemption, upon surrender of such Debentures, the principal, premium (if any) and interest (if any) to which they are respectively entitled on redemption.

#### **4.6 Right to Pay Redemption Price in Common Shares**

- (1) Subject to the receipt of any required regulatory approvals (including the approval of the TSX) and the other provisions of this Section 4.6, the Corporation may, at its option and upon delivery of a Redemption Notice to the holders of the Debentures to be so redeemed not more than 60 days nor less than 40 days prior to the Redemption Date, in exchange for or in lieu of paying the Redemption

Price in money, elect to satisfy its obligation to pay all or any portion of the Redemption Price by issuing and delivering to holders on the Redemption Date that number of Freely Tradeable Common Shares obtained by dividing the Redemption Price (or applicable portion thereof to be satisfied by the issuance and delivery of Freely Tradeable Common Shares) by 95% of the Current Market Price (the "**Common Share Redemption Right**").

- (2) The Corporation shall exercise the Common Share Redemption Right by so specifying in the Redemption Notice and shall also specify the aggregate principal amount of Debentures in respect of which it is exercising the Common Share Redemption Right on the Redemption Date.
- (3) The Corporation's right to exercise the Common Share Redemption Right shall be conditional upon the following conditions being met on the Business Day preceding the Redemption Date:
  - (a) the issuance of the Common Shares on the exercise of the Common Share Redemption Right shall be made in accordance with Applicable Securities Legislation and such Common Shares shall be issued as Freely Tradeable Common Shares;
  - (b) such additional Freely Tradeable Common Shares shall be approved for listing on each stock exchange on which the Corporation has listed the Common Shares, the TSX or a national securities exchange or quoted in an inter-dealer quotation system of any registered national securities association;
  - (c) it shall be a reporting issuer in good standing under Applicable Securities Legislation in the jurisdictions in which it is a reporting issuer on the Redemption Date;
  - (d) no Event of Default shall have occurred and be continuing;
  - (e) the Trustee shall have received an Officer's Certificate stating that conditions (a), (b), (c) and (d) above have been satisfied and setting forth the number of Common Shares to be delivered for each \$1,000 principal amount of Debentures and the Current Market Price;
  - (f) the Trustee, and the Corporation's transfer agent, shall have received a treasury order of the Corporation for the issuance of such Common Shares to be delivered to Debentureholders and
  - (g) the Trustee shall have received an opinion of Counsel to the effect that such Common Shares have been duly authorized and, when issued and delivered pursuant to the terms of this Indenture in payment of the Redemption Price, will be validly issued as fully paid and non-assessable, that conditions (a) and (b) above have been satisfied and that, relying exclusively on certificates of good standing issued by the relevant securities authorities, condition (c) above is satisfied, except that the opinion in respect of condition (c) need not be expressed with respect to those provinces or territories where certificates are not issued.

If the foregoing conditions are not satisfied prior to the close of business on the Business Day preceding the Redemption Date, the Corporation shall pay the Redemption Price entirely in cash, in accordance with Section 4.5, unless the Debentureholder waives the conditions which are not satisfied in writing. The Corporation may not change the form of components or percentage of consideration to be paid for the Debentures once it has given the notice required to be given to Debentureholders hereunder, except as described in the preceding sentence. When the Corporation determines the actual number of Common Shares to be issued pursuant to the Corporation's exercise

of its Common Share Redemption Right, it will issue a press release on a national newswire disclosing the Current Market Price and such actual number of Common Shares.

- (4) In the event that the Corporation duly exercises its Common Share Redemption Right, upon presentation and surrender of the Debentures for payment on the Redemption Date, at any place where a register is maintained pursuant to Article 3 or any other place specified in the Redemption Notice, the Corporation shall on or before 11:00 a.m. (Toronto time) on the second Business Day immediately prior to the Redemption Date make the delivery to the Trustee for delivery to and on account of the holders, of certificates representing the Freely Tradeable Common Shares (if applicable) to which such holders are entitled. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with the Common Share Redemption Right. Every such deposit shall be irrevocable. From the certificates so deposited in addition to amounts payable by the Trustee pursuant to Section 4.5, the Trustee shall pay or cause to be paid, to the holders of such Debentures, upon surrender of such Debentures, the Redemption Price, together with accrued and unpaid interest thereon to which they are respectively entitled on redemption (which may be satisfied by the Common Share Interest Payment Election) and deliver to such holders the Common Shares to which such holders are entitled. The delivery of such certificates to the Trustee will satisfy and discharge the liability of the Corporation for the Debentures to which the delivery of certificates relates to the extent of the amount delivered (plus the amount of any Common Shares sold to pay applicable taxes in accordance with this Section 4.6) and such Debentures will thereafter to that extent not be considered as outstanding under this Indenture and such holder will have no other right in regard thereto other than to receive out of the certificates so delivered, the certificate(s) to which it is entitled.
- (5) No fractional Freely Tradeable Common Shares shall be delivered upon the exercise of the Common Share Redemption Right but, in lieu thereof, the Corporation shall pay to the Trustee for the account of the holders, at the time contemplated in Section 4.6(3), the cash equivalent thereof determined on the basis of the Current Market Price on the Redemption Date (less any tax required to be deducted, if any).
- (6) A holder shall be treated as the shareholder of record of the Freely Tradeable Common Shares issued on due exercise by the Corporation of its Common Share Redemption Right effective immediately after the close of business on the Redemption Date, and shall be entitled to all substitutions therefor, all income earned thereon or accretions thereto and all distributions (including distributions in kind) thereon and arising thereafter, and in the event that the Trustee receives the same, it shall hold the same in trust for the benefit of such holder.
- (7) The Corporation shall at all times reserve and keep available out of its authorized Common Shares (if the number thereof is or becomes limited), solely for the purpose of issue and delivery upon the exercise of the Corporation's Common Share Redemption Right as provided herein, and shall issue to Debentureholders to whom Freely Tradeable Common Shares will be issued pursuant to the exercise of the Common Share Redemption Right, such number of Freely Tradeable Common Shares as shall be issuable in such event. All Freely Tradeable Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable.
- (8) The Corporation shall comply with all Applicable Securities Legislation regulating the issue and delivery of Freely Tradeable Common Shares upon exercise of the Common Share Redemption Right and shall cause to be listed and posted for trading such Freely Tradeable Common Shares on each stock exchange on which the Corporation has listed the Common Shares.

- (9) The Corporation shall from time to time promptly pay, or make provision satisfactory to the Trustee for the payment of, all taxes and charges which may be imposed by the laws of Canada or any province or territory thereof (except income tax, withholding tax or security transfer tax, if any) which shall be payable with respect to the issuance or delivery of Freely Tradeable Common Shares to holders upon exercise of the Common Share Redemption Right pursuant to the terms of the Debentures and of this Indenture.
- (10) If the Corporation elects to satisfy its obligation to pay all or any portion of the Redemption Price by issuing Freely Tradeable Common Shares in accordance with this Section 4.6 and if the Redemption Price (or any portion thereof) to which a holder is entitled is subject to withholding taxes and the amount of the cash payment of the Redemption Price, if any, is insufficient to satisfy such withholding taxes, the Trustee, on the Written Direction of the Corporation but for the account of the holder, shall sell, through the investment banks, brokers or dealers selected by the Corporation, out of the Freely Tradeable Common Shares issued by the Corporation for this purpose, such number of Freely Tradeable Common Shares that together with the cash payment of the Redemption Price, if any, is sufficient to yield net proceeds (after payment of all costs) to cover the amount of taxes required to be withheld, and shall remit same on behalf of the Corporation to the proper tax authorities within the period of time prescribed for this purpose under applicable laws. For certainty, the Trustee will only act on the Written Direction of the Corporation when acting under this section 4.6(10).

#### **4.7 Failure to Surrender Debentures Called for Redemption**

In case the holder of any Debenture so called for redemption shall fail on or before the Redemption Date to so surrender such holder's Debenture, or shall not within such time accept payment of the redemption monies payable, or take delivery of such Common Shares issuable in respect thereof, or give such receipt therefor, if any, as the Trustee may require, such redemption monies may be set aside in trust, or such certificates may be held without interest, either in the deposit department of the Trustee or in a chartered bank, and such setting aside shall for all purposes be deemed a payment to the Debentureholder of the sum or Common Shares so set aside and, to that extent, the Debenture shall thereafter not be considered as outstanding hereunder and the Debentureholder shall have no other right except to receive payment out of the monies so paid and deposited, or take delivery of the certificates so deposited, or both, upon surrender and delivery of such holder's Debenture of the Redemption Price, as the case may be, of such Debenture. In the event that any money or certificates required to be deposited hereunder with the Trustee or any depository or paying agent on account of principal, premium, if any, or interest, if any, on Debentures issued hereunder shall remain so deposited for a period of six years from the Redemption Date, then such monies or certificates, together with any accumulated interest thereon or any distribution paid thereon, shall at the end of such period be paid over or delivered over by the Trustee or such depository or paying agent to the Corporation on its demand, and thereupon the Trustee shall not be responsible to Debentureholders for any amounts owing to them and subject to applicable law, thereafter the holder of a Debenture in respect of which such money was so repaid to the Corporation shall have no rights in respect thereof except to obtain payment of the money or Common Shares due from the Corporation, subject to any limitation period provided by the laws of Alberta. Notwithstanding the foregoing, the Trustee will pay any remaining funds prior to the expiry of six years after the Redemption Date to the Corporation upon receipt from the Corporation, of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds.

#### **4.8 Cancellation of Debentures Redeemed**

Subject to the provisions of Section 4.2 and Section 4.9 as to Debentures redeemed or purchased in part, all Debentures redeemed and paid under this Article 4 shall forthwith be delivered to the Trustee and cancelled and no Debentures shall be issued in substitution for those redeemed.

#### **4.9 Purchase of Debentures by the Corporation**

- (1) Unless otherwise specifically provided with respect to a particular series of Debentures, the Corporation may, if it is not at the time in default hereunder, and subject to applicable regulatory requirements and the terms of the Senior Secured Indebtedness (including the Credit Agreement), at any time and from time to time, purchase Debentures in the market (which shall include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by private contract, at any price. All Debentures so purchased will be delivered to the Trustee and shall be cancelled and no Debentures shall be issued in substitution therefor.
- (2) If, upon an invitation for tenders, more Debentures are tendered at the same lowest price than the Corporation is prepared to accept, the Debentures to be purchased by the Corporation shall be selected by the Trustee on a pro rata basis or in such other manner as consented to by the TSX (or such other exchange on which the Debentures are then listed which the Trustee considers appropriate), from the Debentures tendered by each tendering Debentureholder who tendered at such lowest price. For this purpose the Trustee may make, and from time to time amend, regulations with respect to the manner in which Debentures may be so selected, and regulations so made shall be valid and binding upon all Debentureholders, notwithstanding the fact that as a result thereof one or more of such Debentures become subject to purchase in part only. The holder of a Debenture of which a part only is purchased, upon surrender of such Debenture for payment, shall be entitled to receive, without expense to such holder, one or more new Debentures for the unpurchased part so surrendered, and the Trustee shall certify and deliver such new Debenture or Debentures upon receipt of the Debenture so surrendered or, with respect to a Global Debenture, the Depository shall make notations on the Global Debenture of the principal amount thereof so purchased.

#### **4.10 Right to Repay Principal Amount in Common Shares**

- (1) Subject to the receipt of any required regulatory approvals (including the approval of the TSX) and the other provisions of this Section 4.10, the Corporation may, at its option and upon delivery of a Maturity Notice to the holders of the Debentures to be so repaid not more than 60 days nor less than 40 days prior to the Maturity Date, in exchange for or in lieu of repaying the Debentures in money, elect to satisfy its obligation to repay all or any portion of the principal amount and premium, if any, on the Debentures outstanding by issuing and delivering to holders on the Maturity Date of such Debentures that number of Freely Tradeable Common Shares obtained by dividing the principal amount of the Debentures (or applicable portion thereof to be satisfied by the issuance and delivery of Freely Tradeable Common Shares) by 95% of the Current Market Price (the "**Common Share Repayment Right**").
- (2) The Corporation shall exercise the Common Share Repayment Right by so specifying in the Maturity Notice and which shall also specify the aggregate principal amount of Debentures in respect of which it is exercising the Common Share Repayment Right on the Maturity Date.
- (3) The Corporation's right to exercise the Common Share Repayment Right shall be conditional upon the following conditions being met on the Business Day preceding the Maturity Date:

- (a) the issuance of the Common Shares on the exercise of the Common Share Repayment Right shall be made in accordance with Applicable Securities Legislation and such Common Shares shall be issued as Freely Tradeable Common Shares;
- (b) such additional Freely Tradeable Common Shares shall be approved for listing on each stock exchange on which the Corporation has listed the Common Shares, the TSX or a national securities exchange or quoted in an inter-dealer quotation system of any registered national securities association;
- (c) it shall be a reporting issuer in good standing under Applicable Securities Legislation in the jurisdictions in which it is a reporting issuer on the Redemption Date;
- (d) no Event of Default shall have occurred and be continuing;
- (e) the Trustee shall have received an Officer's Certificate stating that conditions (a), (b), (c) and (d) above have been satisfied and setting forth the number of Common Shares to be delivered for each \$1,000 principal amount of Debentures and the Current Market Price on the Maturity Date;
- (f) the Trustee, and the Corporation's transfer agent, shall have received a treasury order of the Corporation for the issuance of such Common Shares to be delivered to Debentureholders and
- (g) the Trustee shall have received an opinion of Counsel to the effect that such Common Shares have been duly authorized and, when issued and delivered pursuant to the terms of this Indenture in payment of the principal amount of the Debentures outstanding will be validly issued as fully paid and non-assessable, that conditions (a) and (b) above have been satisfied and that, relying exclusively on certificates of good standing issued by the relevant securities authorities, condition (c) above is satisfied, except that the opinion in respect of condition (c) need not be expressed with respect to those provinces or territories where certificates are not issued.

If the foregoing conditions are not satisfied prior to the close of business on the Business Day preceding the Maturity Date, the Corporation shall pay the principal amount of the Debentures outstanding entirely in cash in accordance with Section 2.14, unless the Debentureholder waives the conditions which are not satisfied. The Corporation may not change the form of components or percentage of consideration to be paid for the Debentures once it has given the notice required to be given to Debentureholders hereunder, except as described in the preceding sentence. When the Corporation determines the actual number of Common Shares to be issued pursuant to the Corporation's exercise of its Common Share Repayment Right, it will issue a press release on a national newswire disclosing the Current Market Price and such actual number of Common Shares.

- (4) In the event that the Corporation duly exercises its Common Share Repayment Right, upon presentation and surrender of the Debentures for payment on the Maturity Date, at any place where a register is maintained pursuant to Article 3 or any other place specified in the Maturity Notice, the Corporation shall on or before 11:00 a.m. (Toronto time) on the second Business Day immediately prior to the Maturity Date make the delivery to the Trustee for delivery to and on account of the holders, of certificates representing the Freely Tradeable Common Shares to which such holders are entitled. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with the Common Share Repayment Right. Every such deposit shall be irrevocable. From the certificates

so deposited in addition to amounts payable by the Trustee pursuant to Section 2.14, the Trustee shall pay or cause to be paid, to the holders of such Debentures, upon surrender of such Debentures, the principal amount of and premium (if any) on the Debentures, together with accrued and unpaid interest thereon to which they are respectively entitled on maturity (which may be satisfied by the Common Share Interest Payment Election) and deliver to such holders the Common Shares to which such holders are entitled. The delivery of such certificates to the Trustee will satisfy and discharge the liability of the Corporation for the Debentures to which the delivery of certificates relates to the extent of the amount delivered (plus the amount of any Common Shares sold to pay applicable taxes in accordance with this Section 4.10) and such Debentures will thereafter to that extent not be considered as outstanding under this Indenture and such holder will have no other right in regard thereto other than to receive out of the certificates so delivered, the certificate(s) to which it is entitled.

- (5) No fractional Freely Tradeable Common Shares shall be delivered upon the exercise of the Common Share Repayment Right but, in lieu thereof, the Corporation shall pay to the Trustee for the account of the holders, at the time contemplated in Section 4.10(3), the cash equivalent thereof determined on the basis of the Current Market Price on the Maturity Date (less any tax required to be deducted, if any).
- (6) A holder shall be treated as the shareholder of record of the Freely Tradeable Common Shares issued on due exercise by the Corporation of its Common Share Repayment Right effective immediately after the close of business on the Maturity Date, and shall be entitled to all substitutions therefor, all income earned thereon or accretions thereto and all distributions (including distributions in kind) thereon and arising thereafter, and in the event that the Trustee receives the same, it shall hold the same in trust for the benefit of such holder.
- (7) The Corporation shall at all times reserve and keep available out of its authorized Common Shares (if the number thereof is or becomes limited) solely for the purpose of issue and delivery upon the exercise of the Corporation's Common Share Repayment Right as provided herein, and shall issue to Debentureholders to whom Freely Tradeable Common Shares will be issued pursuant to exercise of the Common Share Repayment Right, such number of Freely Tradeable Common Shares as shall be issuable in such event. All Freely Tradeable Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable.
- (8) The Corporation shall comply with all Applicable Securities Legislation regulating the issue and delivery of Freely Tradeable Common Shares upon exercise of the Common Share Repayment Right and shall cause to be listed and posted for trading such Freely Tradeable Common Shares on each stock exchange on which the Corporation has listed the Common Shares.
- (9) The Corporation shall from time to time promptly pay, or make provision satisfactory to the Trustee for the payment of, all taxes and charges which may be imposed by the laws of Canada or any province or territory thereof (except income tax, withholding tax or security transfer tax, if any) which shall be payable with respect to the issuance or delivery of Freely Tradeable Common Shares to holders upon exercise of the Common Share Repayment Right pursuant to the terms of the Debentures and of this Indenture.
- (10) If the Corporation elects to satisfy its obligation to pay all or any portion of the principal amount of Debentures due on maturity by issuing Freely Tradeable Common Shares in accordance with this Section 4.10 and if the amount (or any portion thereof) to which a holder is entitled is subject to withholding taxes and the amount of the cash payment of the amount due on maturity, if any, is insufficient to satisfy such withholding taxes, the Trustee, on the Written Direction of the

Corporation but for the account of the holder, shall sell, through the investment banks, brokers or dealers selected by the Corporation, out of the Freely Tradeable Common Shares issued by the Corporation for this purpose, such number of Freely Tradeable Common Shares that, together with the cash component of the amount due on maturity is sufficient to yield net proceeds (after payment of all costs) to cover the amount of taxes required to be withheld, and shall remit same on behalf of the Corporation to the proper tax authorities within the period of time prescribed for this purpose under applicable laws. For certainty, the Trustee will only act on the Written Direction of the Corporation when acting under this section 4.10(10).

## **ARTICLE 5**

### **SUBORDINATION OF DEBENTURES**

#### **5.1 Applicability of Article**

The indebtedness, liabilities and obligations of the Corporation hereunder or under the Debentures, whether on account of principal, premium, interest or otherwise, but excluding the issuance of Common Shares in repayment of such indebtedness, liabilities and obligations: (a) upon any redemption pursuant to Article 4; or (b) at maturity pursuant to Section 4.10 (collectively, such non-excluded indebtedness, liabilities and obligations are referred to as the "**Debenture Liabilities**"), shall be subordinate and subject in right of payment, to the extent and in the manner hereinafter set forth in the following sections of this Article 5, to the prior payment in full, of all Senior Secured Indebtedness and each Debentureholder by the acceptance thereof agrees to and shall be bound by the provisions of this Article 5.

#### **5.2 Order of Payment**

- (1) In the event of any insolvency or bankruptcy proceedings, or any receivership, arrangement, liquidation, reorganization or other similar proceedings relative to the Corporation, or to its property or assets, or in the event of any proceedings for voluntary arrangement, liquidation, dissolution or voluntary winding-up of the Corporation, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of the Corporation (and in either case including under applicable corporate legislation to the extent the relief sought thereunder relates to or involves the compromise, settlement, adjustment or arrangement of debt):
  - (a) all Senior Secured Indebtedness shall first be paid in full, or provision made for such payment, before any payment is made on account of the Debenture Liabilities;
  - (b) any payment or distribution of assets of the Corporation, whether in cash, property or securities, to which the Debentureholders or the Trustee on behalf of such holders would be entitled except for the provisions of this Article 5, shall be paid or delivered by the trustee in bankruptcy, monitor receiver, receiver-manager, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution, directly to the Senior Creditors to the extent necessary to pay all Senior Secured Indebtedness in full after giving effect to any concurrent payment or distribution, or provision therefor, to the Senior Creditors; and
  - (c) the Senior Creditors or a receiver or a receiver-manager of the Corporation or all of or part of its assets or any other enforcement agent may sell, mortgage, or otherwise dispose of the Corporation's assets in whole or in part, free and clear of all Debenture Liabilities and without the approval of the Debentureholders or the Trustee or any requirement to account to the Trustee or the Debentureholders.

- (2) The rights and priority of any Senior Secured Indebtedness, so long as it constitutes Senior Secured Indebtedness, and the subordination pursuant hereto shall not be affected by:
- (a) the time, sequence or order of creating, granting, executing, delivering of, or registering, perfecting or failing to register or perfect any security notice, caveat, financing statement or other notice in respect of the Senior Security;
  - (b) the time or order of the attachment, perfection or crystallization of any Liens constituted by Senior Security;
  - (c) the taking of any collection, enforcement or realization proceedings pursuant to the Senior Security;
  - (d) the date of obtaining of any judgment or order of any bankruptcy court or any court administering bankruptcy, insolvency or similar proceedings as to the entitlement of the Senior Creditors, or any of them or the Debentureholders or any of them to any money or property of the Corporation;
  - (e) the failure to exercise any power or remedy reserved to the Senior Creditors under their Senior Security or to insist upon a strict compliance with any terms thereof;
  - (f) whether any Senior Security is now perfected, hereafter ceases to be perfected, is avoidable by any trustee in bankruptcy or like official or is otherwise set aside, invalidated or lapses;
  - (g) the date of giving or failing to give notice to or making demand upon the Corporation; or
  - (h) any other matter whatsoever.

### **5.3 Subrogation to Rights of Holders of Senior Secured Indebtedness**

Subject to the prior payment in full of all Senior Secured Indebtedness, the Debentureholders shall be subrogated to the rights of the Senior Creditors to receive payments or distributions of assets of the Corporation to the extent of the payments or other assets which would have been received by the Debentureholders but for the provisions hereof until the principal of, premium, if any, and interest on the Debentures shall be paid in full. No payments or distributions to the Debentureholders of cash, property or securities, which otherwise would be payable or distributable to the Senior Creditors, shall, as between the Corporation, its creditors (other than the Senior Creditors) and the Debentureholders, be deemed to be a payment by the Corporation to the Senior Creditors or on account of the Senior Secured Indebtedness, it being understood that the provisions of this Article 5 are and are intended solely for the purpose of defining the relative rights of the Debentureholders, on the one hand, and the Senior Creditors, on the other hand.

The Trustee, for itself and on behalf of each of the Debentureholders, hereby waives any and all rights to require a Senior Creditor to pursue or exhaust any rights or remedies with respect to the Corporation or any property and assets subject to the Senior Security or in any other manner to require the marshalling of property, assets or security in connection with the exercise by the Senior Creditors of any rights, remedies or recourses available to them.

#### **5.4 Obligation to Pay Not Impaired**

Nothing contained in this Article 5 or elsewhere in this Indenture or in the Debentures is intended to or shall impair, as between the Corporation, its creditors (other than the Senior Creditors), and the Debentureholders, the obligation of the Corporation, which is absolute and unconditional, to pay to the Debentureholders the principal of and premium (if any) and interest on the Debentures, as and when the same shall become due and payable in accordance with their terms, or affect the relative rights of the Debentureholders and creditors of the Corporation other than the Senior Creditors, and, subject to Section 5.5, nothing contained in this Indenture or in the Debentures shall prevent the Trustee or any Debentureholder from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article 5 of the Senior Creditors in respect of cash, property or securities of the Corporation received upon the exercise of any such remedy.

#### **5.5 No Payment if Senior Secured Indebtedness in Default**

- (a) Upon the maturity of any Senior Secured Indebtedness by lapse of time, acceleration (unless acceleration is rescinded) or otherwise, then all such matured Senior Secured Indebtedness shall first be paid in full, or shall first have been duly provided for, before any Payment is made on account of the Debenture Liabilities.
- (b) Payment on account of the principal sum of the Debentures is subject to compliance in all respects with the Credit Agreement and any other Senior Secured Indebtedness. No Payment shall be made by the Corporation with respect to the Debenture Liabilities (other than principal amounts under the Debentures):
  - (i) during any default with respect to any Senior Secured Indebtedness permitting (with or without notice, lapse of time, or both) the Senior Creditors to accelerate the maturity thereof or any borrowing base shortfall under any Senior Secured Indebtedness; or
  - (ii) if such payment would result in a default under any Senior Secured Indebtedness permitting (with or without notice, lapse of time, or both) the Senior Creditors to accelerate the maturity thereof or would result in a borrowing base shortfall under any Senior Secured Indebtedness;

unless and until such default or borrowing base shortfall shall have been cured or waived or shall have ceased to exist, and neither the Trustee nor the Debentureholders shall be entitled to demand, institute proceedings for the collection of, or receive any Payment on account of the Debentures after the happening of such a default or borrowing base shortfall (except as provided in Section 5.8), and unless and until such default or borrowing base shortfall shall have been cured or waived or shall have ceased to exist, such payments shall be held in trust by the Trustee in a segregated account for the benefit of, and, if and when such Senior Secured Indebtedness shall have become due and payable, shall be paid over to, the Senior Creditors until all such Senior Secured Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution to the Senior Creditors; provided, however, that the foregoing shall in no way prohibit, restrict or prevent the Trustee from taking such actions as may be necessary to preserve claims of the Trustee and/or the Debentureholders under this Indenture in any bankruptcy, reorganization or insolvency proceeding (including, without limitation, the filing of proofs of claim in any such bankruptcy, reorganization or insolvency proceedings by or against the Corporation or its Subsidiaries and exercising its rights to vote as an unsecured creditor under any such

bankruptcy, reorganization or insolvency proceedings commenced by or against the Corporation or its Subsidiaries).

- (c) The fact that any payment hereunder is prohibited by this Section 5.5 shall not prevent the failure to make such payment from being an Event of Default hereunder.

## **5.6 Payment on Debentures Permitted**

Nothing contained in this Article 5 or elsewhere in this Indenture, or in any of the Debentures, shall affect the obligation of the Corporation to make, or prevent the Corporation from making, at any time except during the pendency of any dissolution, winding up or liquidation of the Corporation or reorganization proceedings specified in Section 5.2 affecting the affairs of the Corporation, any payment of principal of, premium (if any) on, or interest on the Debentures, except that any such payment shall not be made if such payment is prohibited by Section 5.5.

## **5.7 Confirmation of Subordination**

Each Debentureholder by its acceptance hereof (i) authorizes and directs the Trustee on its behalf to take such action as may be necessary or appropriate to confirm the terms of the subordination as provided in this Article 5 and appoints the Trustee its attorney-in-fact for any and all such purposes; and (ii) agrees each Senior Creditor may rely upon and enforce the terms of the subordination as provided in this Article 5 as if it were a party thereto. Upon request of the Corporation, and upon being furnished an Officer's Certificate stating that one or more named persons are Senior Creditors, and specifying the amount and nature of such Senior Secured Indebtedness of such Senior Creditor, the Trustee shall enter into a subordination agreement(s) with the Corporation and the person or persons named in such Officer's Certificate providing that such person or persons are entitled to all the rights and benefits of this Article 5 as a Senior Creditor and an agreement not to amend the provisions of this Article 5 and the definitions used herein without the consent of such Senior Creditor. Such agreement shall be conclusive evidence that the indebtedness specified therein is Senior Secured Indebtedness, however, nothing herein shall impair the rights of any Senior Creditor who has not entered into such an agreement.

## **5.8 Knowledge of Trustee**

Notwithstanding the provisions of this Article 5 or any provision of this Indenture or in the Debentures, the Trustee will not be charged with knowledge of the existence of any default in payment of any Senior Secured Indebtedness or of the existence of any Event of Default or any fact that would prohibit the making of any payment of monies to or by the Trustee, or the taking of any other action by the Trustee, unless and until the Trustee has received written notice thereof from the Corporation, any Debentureholder or any Senior Creditor.

## **5.9 Trustee May Hold Senior Secured Indebtedness**

The Trustee is entitled to all the rights set forth in this Article 5 with respect to any Senior Secured Indebtedness at the time held by it, to the same extent as any other holder of Senior Secured Indebtedness, and nothing in this Indenture deprives the Trustee of any of its rights as such holder.

## **5.10 Rights of Senior Creditors Not Impaired**

No right of any present or future Senior Creditor to enforce the subordination herein will at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Corporation or by any non-compliance by the Corporation with the terms, provisions and covenants of this Indenture,

regardless of any knowledge thereof which any such Senior Creditor may have or be otherwise charged with.

#### **5.11 Altering the Senior Secured Indebtedness**

The Senior Creditors have the right to extend, renew, modify or amend the terms of the Senior Secured Indebtedness or any Senior Security therefor and to release, sell or exchange such security and otherwise to deal freely with the Corporation, all without notice to or consent of the Debentureholders or the Trustee and without affecting the liabilities and obligations of the parties to this Indenture or the Debentureholders or the Trustee.

#### **5.12 Additional Indebtedness**

This Indenture does not restrict the Corporation from incurring additional Indebtedness or other obligations or liabilities (including, for certainty, any Senior Secured Indebtedness) or otherwise or from granting any Lien to secure any Indebtedness or other obligations or liabilities.

#### **5.13 Invalidated Payments**

In the event that any of the Senior Secured Indebtedness shall be paid in full and subsequently, for whatever reason, such formerly paid or satisfied Senior Secured Indebtedness becomes unpaid or unsatisfied, the terms and conditions of this Article 5 shall be reinstated and the provisions of this Article 5 shall again be operative until all Senior Secured Indebtedness is repaid in full, provided that such reinstatement shall not give the Senior Creditors any rights or recourses against the Trustee or the Debentureholders for amounts paid to the Debentureholders subsequent to such payment or satisfaction in full and prior to such reinstatement.

#### **5.14 Contesting Security**

The Trustee, for itself and on behalf of the Debentureholders, agrees that it shall not contest or bring into question the validity, perfection or enforceability of any of the Senior Secured Indebtedness, any Liens of Senior Creditors, including the Senior Security, or the relative priority of their Liens.

#### **5.15 Right of Debentureholders to Receive Common Shares Not Impaired**

The subordination of the Debentures to the Senior Secured Indebtedness and the provisions of this Article 5 do not impair in any way the right of a Debentureholder to receive Common Shares upon any redemption pursuant to Article 4 or at maturity pursuant to Section 4.10.

### **ARTICLE 6 COVENANTS OF THE CORPORATION**

The Corporation hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Debentureholders, that so long as any Debentures remain outstanding:

#### **6.1 To Pay Principal, Premium (if any) and Interest**

The Corporation will duly and punctually pay or cause to be paid to every Debentureholder the principal of, premium (if any) and interest accrued on the Debentures of which it is the holder on the dates, at the places and in the manner mentioned herein and in the Debentures.

## **6.2 Restriction on Share Payment Option**

The Corporation shall not, directly or indirectly (through a Subsidiary or otherwise) undertake or announce any rights offering, issuance of securities, subdivision of the Common Shares, dividend or other distribution on the Common Shares or any other securities, capital reorganization, reclassification or any similar type of transaction in which:

- (a) the number of securities to be issued;
- (b) the price at which securities are to be issued, converted or exchanged; or
- (c) any property or cash that is to be distributed or allocated,

is in whole or in part based upon, determined in reference to, related to or a function of, directly or indirectly, (i) the exercise or potential exercise of the Common Share Redemption Right or Common Share Repayment Right, or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the Common Share Redemption Right or the Common Share Repayment Right.

## **6.3 To Pay Trustee's Remuneration**

The Corporation will pay the Trustee reasonable remuneration for its services as Trustee hereunder and will repay to the Trustee on demand all monies which shall have been paid by the Trustee in connection with the execution of the trusts hereby created and such monies including the Trustee's remuneration, shall be payable out of any funds coming into the possession of the Trustee in priority to payment of any principal of the Debentures or interest or premium thereon. Such remuneration shall continue to be payable until the trusts hereof be finally wound up and whether or not the trusts of this Indenture shall be in the course of administration by or under the direction of a court of competent jurisdiction.

## **6.4 To Give Notice of Default**

The Corporation shall notify the Trustee immediately upon obtaining knowledge of any Event of Default that is continuing hereunder. When notice of the occurrence of an Event of Default has been given and the Event of Default that has occurred and is continuing is thereafter cured, notice that the Event of Default is no longer continuing shall be given by the Corporation to the Trustee immediately upon obtaining knowledge that the Event of Default has been cured.

## **6.5 Preservation of Existence, etc.**

Subject to the express provisions hereof, the Corporation will carry on and conduct its activities, and cause its Subsidiaries to carry on and conduct their businesses, in a business-like manner and in accordance with good business practices; and, subject to the express provisions hereof, it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights.

## **6.6 Keeping of Books**

The Corporation will keep or cause to be kept proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Corporation in accordance with generally accepted accounting principles.

## **6.7 Annual Certificate of Compliance**

The Corporation shall deliver to the Trustee, within 120 days after the end of each calendar year, and at any reasonable time upon demand by the Trustee, an Officer's Certificate as to the knowledge of such officers of the Corporation who execute the Officer's Certificate of the Corporation's compliance with all conditions and covenants in this Indenture certifying that after reasonable investigation and inquiry the Corporation has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which could, with the giving of notice, lapse of time or otherwise, constitute an Event of Default hereunder, or if such is not the case, setting forth with reasonable particulars the circumstances of any failure to comply and steps taken or proposed to be taken to eliminate such circumstances and remedy such Event of Default, as the case may be.

## **6.8 Performance of Covenants by Trustee**

If the Corporation shall fail to perform any of its covenants contained in this Indenture, the Trustee may notify the Debentureholders of such failure on the part of the Corporation or may itself perform any of the covenants capable of being performed by it, but shall be under no obligation to do so or to notify the Debentureholders. All sums so expended or advanced by the Trustee shall be repayable as provided in Section 6.3. No such performance, expenditure or advance by the Trustee shall be deemed to relieve the Corporation of any default hereunder.

## **6.9 Maintain Listing**

The Corporation will use reasonable commercial efforts to maintain the listing of the Common Shares and the Debentures on the TSX, and to maintain the Corporation's status as a "reporting issuer" not in default of the requirements of Applicable Securities Legislation; provided that the foregoing covenant shall not prevent or restrict the Corporation from carrying out a transaction to which Article 10 would apply if carried out in compliance with Article 10 even if as a result of such transaction the Corporation ceases to be a "reporting issuer" in all or any of the provinces or territories of Canada or the Common Shares or Debentures cease to be listed on the TSX or any other stock exchange.

## **6.10 No Distributions on Common Shares if Event of Default**

The Corporation shall not declare or pay any distribution to the holders of its issued and outstanding Common Shares after the occurrence of an Event of Default unless and until such Event of Default shall have been cured or waived or shall have ceased to exist.

## **6.11 Withholding Matters**

All payments made by or on behalf of the Corporation under or with respect to the Debentures (including, without limitation, any penalties, interest and other liabilities related thereto) will be made free and clear of and without withholding, or deduction for, or on account of, any present or future tax, duty, levy, impost, assessment or other governmental charge (including, without limitation, penalties, interest and other liabilities related hereto) imposed or levied by or on behalf of the Government of Canada or the United States or elsewhere, or of any province or territory thereof or by any authority or agency therein or thereof having power to tax ("**Withholding Taxes**"), unless the Corporation is required or permitted, by law or the interpretation or administration thereof, to withhold or deduct any amounts for, or on account of Withholding Taxes. If the Corporation reasonably determines that it is so required or permitted to withhold or deduct any amount for, or on account of, Withholding Taxes from any payment made under or with respect to the Debentures, the Corporation shall deduct and withhold such Withholding Taxes from any payment to be made with respect to the Debentures and, provided that the Corporation

forthwith remits such amount to the relevant governmental authority or agency, the amount of any such deduction or withholding will be considered an amount paid in satisfaction of the Corporation's obligations under the Debentures. There is no obligation on the Corporation to gross-up or pay additional amounts to a holder of Debentures in respect of such deductions or withholdings. For greater certainty, if any amount is required or permitted to be deducted or withheld in respect of Withholding Taxes where payment on account of the Debentures is being made by the issuance of Freely Tradable Common Shares, the Corporation shall be entitled to liquidate such number of Common Shares (or other securities) issuable in connection with such payment by Freely Tradable Common Shares as shall be necessary in order to satisfy such deduction or withholding. The Corporation shall provide the Trustee with copies of receipts or other communications relating to the remittance of such withheld amount or the filing of any forms received from such governmental authority or agency promptly after receipt thereof.

## **6.12 SEC Reporting Status**

- (1) The Corporation confirms that as at the date of execution of this Indenture it does not have a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act or have a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act.
- (2) The Corporation covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the U.S. Securities Exchange Act or the Corporation shall incur a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the Corporation in accordance with the U.S. Securities Exchange Act, the Corporation shall promptly deliver to the Trustee an Officers' Certificate notifying the Trustee of such registration or termination and such other information as the Trustee may, acting and relying on Counsel, require at the time. The Corporation acknowledges that the Trustee is relying upon the foregoing representation and covenants in order to meet certain SEC obligations with respect to those clients who are filing with the SEC.

## **ARTICLE 7 DEFAULT**

### **7.1 Events of Default**

- (1) Each of the following events constitutes, and is herein sometimes referred to as, an "**Event of Default**":
  - (a) failure to pay principal or premium (whether by way of payment of cash or delivery of Common Shares), if any, on the Debentures when due whether at maturity, upon redemption, a Change of Control, by declaration or otherwise;
  - (b) failure to pay interest on the Debentures when due and payable, which default continues for 15 days;
  - (c) default in the observance of the covenant of the Corporation relating to maintaining listing of the Common Shares and Debentures on the TSX, and to maintaining the Corporation's status as a "reporting issuer" in accordance with Section 6.9, which default continues for 10 Business Days;
  - (d) default in the observance or performance of any covenant of, agreement by or obligation of the Corporation described in this Indenture and the continuance of such default for a period of 30 days after notice in writing has been given by the Trustee or from holders of

not less than 25% in aggregate principal amount of outstanding Debentures to the Corporation specifying such default and requiring the Corporation to rectify such default;

- (e) the failure of the Corporation to (i) make a Change of Control Purchase Offer within 30 days of the occurrence of a Change of Control, or (ii) take up and pay for, within the time period set out in this Indenture, any Debentures then outstanding and tendered by any Debentureholders in acceptance of the Change of Control Purchase Offer;
- (f) if a decree or order of a court having jurisdiction is entered adjudging the Corporation or any Material Subsidiary a bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or issuing sequestration or process of execution against, or against any substantial part of, the property of the Corporation or any Material Subsidiary, or appointing a receiver of, or of any substantial part of, the property of the Corporation or any Material Subsidiary or ordering the winding-up or liquidation of its or their affairs, and any such decree or order continues unstayed and in effect for a period of 60 days;
- (g) if the Corporation or any Material Subsidiary institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or consents to the filing of any such petition or to the appointment of a receiver of, or of any substantial part of, the property of the Corporation or any Material Subsidiary or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;
- (h) if any substantial part of the property of the Corporation or any Material Subsidiary shall be sequestered or attached and shall not be returned to the possession of the Corporation or such Material Subsidiary or released from such attachment, as the case may be, whether by filing of a bond, or stay or otherwise, within 60 consecutive days thereafter;
- (i) if a resolution is passed for the winding-up or liquidation of the Corporation or any Material Subsidiary except in the course of carrying out or pursuant to a transaction in respect of which the conditions of Section 9.1 are duly observed and performed;
- (j) if, after the date of this Indenture, any proceedings with respect to the Corporation or any Material Subsidiary are taken with respect to a compromise or arrangement, with respect to creditors of the Corporation or any Material Subsidiary generally, under the applicable legislation of any jurisdiction;
- (k) if there is a default in the delivery under this Indenture, when due, of any Common Shares, which default continues for 15 days; or
- (l) if an event of default occurs and is continuing under any indenture, agreement or other instrument evidencing or governing Indebtedness that is subordinated or *pari passu* to the Debentures and as a result of such event of default (i) Indebtedness thereunder having an outstanding principal amount in excess of \$25,000,000 (or the equivalent amount in any other currency) has become due and payable before the date it would otherwise have been due and payable, and (ii) the holders of such Indebtedness are entitled to commence, and have commenced, the enforcement of security they hold for such Indebtedness (if any) or the exercise of any other creditors' remedies to collect such Indebtedness;

then: (x) in each and every such event listed above which is continuing, the Trustee may, in its discretion but subject to the provisions of this section, and shall, upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding (or if the Event of Default shall exist only in respect of one or more series of the Debentures then outstanding, then upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures of such series then outstanding), subject to the provisions of Section 7.3, by notice in writing to the Corporation declare the principal of and interest, and premium, if any, on all Debentures then outstanding and all other monies outstanding hereunder to be due and payable and the same shall thereupon forthwith become immediately due and payable (or, if the Event of Default shall exist only in respect of one or more series of the Debentures then outstanding, then the Trustee may declare due and payable the principal and interest only with respect to such Debentures in respect of which there is an Event of Default) to the Trustee, and (y) on the occurrence of an Event of Default under Section 7.1(1)(f), Section 7.1(1)(g), Section 7.1(1)(i) and 7.1(1)(j) the principal of and interest and premium, if any, on all Debentures then outstanding hereunder and all other monies outstanding hereunder, shall automatically without any declaration or other act on the part of the Trustee or any Debentureholder become immediately due and payable to the Trustee and, in either case, upon such amounts becoming due and payable in either (x) or (y) above, the Corporation shall forthwith pay to the Trustee for the benefit of the Debentureholders such principal, accrued and unpaid interest, and premium, if any, and interest on amounts in default on such Debenture and all other monies outstanding hereunder, together with subsequent interest at the rate borne by the Debentures on such principal, interest, premium, if any, and such other monies from the date of such declaration or event until payment is received by the Trustee, such subsequent interest to be payable at the times and places and in the manner mentioned in and according to the tenor of the Debentures. Such payment when made shall be deemed to have been made in discharge of the Corporation's obligations hereunder and any monies so received by the Trustee shall be applied in the manner provided in Section 7.6.

- (2) For purposes of this Article 7, where the Event of Default refers to an Event of Default with respect to a particular series of Debentures as described in this Article 7, then this Section 7.1. shall apply *mutatis mutandis* to the Debentures of such series and references in this Article 7 to the Debentures shall mean Debentures of the particular series and references to the Debentureholders shall refer to the Debentureholders of the particular series, as applicable.

## **7.2 Notice of Events of Default**

If an Event of Default shall occur and be continuing, the Trustee shall give notice of such Event of Default to the Debentureholders in the manner provided in Section 13.2 within 30 days after the Trustee receives written notice of the occurrence of such Event of Default. Notwithstanding the foregoing, and provided that the Trustee has not been requested by the holders of at least 25% of the principal amount of the Debentures then outstanding to provide such notice, the Trustee shall not be required to give a notice of the occurrence of an Event of Default if the Trustee in good faith shall have determined that the withholding of such notice is in the best interests of the Debentureholders and shall have so advised the Corporation in writing.

## **7.3 Waiver of Default**

- (1) Upon the occurrence of any Event of Default hereunder which is continuing:
- (a) the holders of the Debentures shall have the power (in addition to the powers exercisable by Extraordinary Resolution as hereinafter provided) by requisition in writing by the holders of more than 50% of the principal amount of Debentures then outstanding, to

instruct the Trustee to waive any Event of Default and to cancel any declaration made by the Trustee pursuant to Section 7.1 and the Trustee shall thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as shall be prescribed in such requisition; provided that notwithstanding the foregoing if the Event of Default has occurred by reason of the non-observance or non-performance by the Corporation of any covenant applicable only to one or more series of Debentures, then the holders of more than 50% of the principal amount of the outstanding Debentures of that series shall be entitled to exercise the foregoing power and the Trustee shall so act and it shall not be necessary to obtain a waiver from the holders of any other series of Debentures; and

- (b) the Trustee, so long as it has not become bound to declare the principal and interest on the Debentures then outstanding to be due and payable, or to obtain or enforce payment of the same, shall have power to waive any Event of Default if, in the Trustee's opinion, the same shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable.
- (2) No such act or omission either of the Trustee or of the Debentureholders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

#### **7.4 Enforcement by the Trustee**

- (1) Subject to the provisions of Section 7.3 and to the provisions of any Extraordinary Resolution that may be passed by the Debentureholders, if the Corporation shall fail to pay to the Trustee, forthwith after the same shall have been declared to be due and payable under Section 7.1, the principal of and premium (if any) and interest on all Debentures then outstanding, together with any other amounts due hereunder, the Trustee may in its discretion and shall upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding and upon being funded and indemnified to its reasonable satisfaction against all costs, expenses and liabilities to be incurred, proceed in its name as trustee hereunder to obtain or enforce payment of such principal of and premium (if any) and interest on all the Debentures then outstanding together with any other amounts due hereunder by such proceedings authorized by this Indenture or by law or equity as the Trustee in such request shall have been directed to take, or if such request contains no such direction, or if the Trustee shall act without such request, then by such proceedings authorized by this Indenture or by suit at law or in equity as the Trustee shall deem expedient.
- (2) The Trustee shall be entitled and empowered, either in its own name or as Trustee of an express trust, or as attorney-in-fact for the holders of the Debentures, or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustee and of the holders of the Debentures allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to the Corporation or its creditors or relative to or affecting its property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the Debentures by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the Debentures with authority to make and file in the respective names of the holders of the Debentures or on behalf of the holders of the Debentures as a class, subject to deduction from any such claims of the amounts of any claims filed by any of the holders of the Debentures themselves, any proof of debt, amendment of proof of debt,

claim, petition or other document in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any such other papers and documents and to do and perform any and all such acts and things for and on behalf of such holders of the Debentures, as may be necessary or advisable in the opinion of the Trustee, which may include acting and relying on Counsel, in order to have the respective claims of the Trustee and of the holders of the Debentures against the Corporation or its property allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that subject to Section 7.4, nothing contained in this Indenture shall be deemed to give to the Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization or otherwise by action of any character in such proceeding to waive or change in any way any right of any Debentureholder.

- (3) The Trustee shall also have the power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised shall be necessary or advisable to preserve and protect its interests and the interests of the Debentureholders.
- (4) All rights of action hereunder may be enforced by the Trustee without the possession of any of the Debentures or the production thereof on the trial or other proceedings relating thereto.
- (5) Any such suit or proceeding instituted by the Trustee shall be brought in the name of the Trustee as trustee of an express trust, and any recovery of judgment shall be for the rateable benefit of the holders of the Debentures subject to the provisions of this Indenture. In any proceeding brought by the Trustee (and also any proceeding in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of this Indenture, to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Debentures, and it shall not be necessary to make any holders of the Debentures parties to any such proceeding.

## **7.5 No Suits by Debentureholders**

No holder of any Debenture shall have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of or interest on the Debentures or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or to have the Corporation wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless: (a) such holder shall previously have given to the Trustee written notice of the occurrence of an Event of Default that is continuing hereunder; and (b) the Debentureholders by Extraordinary Resolution or by written instrument signed by the holders of at least 25% in principal amount of the Debentures then outstanding shall have made a request to the Trustee and the Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose; and (c) the Debentureholders or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and (d) the Trustee shall have failed to act within a reasonable time after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to any such proceeding or for any other remedy hereunder by or on behalf of the holder of any Debentures.

## **7.6 Application of Monies by Trustee**

- (1) Except as herein otherwise expressly provided, any monies received by the Trustee from the Corporation pursuant to the foregoing provisions of this Article 7, or as a result of legal or other

proceedings or from any trustee in bankruptcy or liquidator of the Corporation, shall be applied, together with any other monies in the hands of the Trustee available for such purpose, as follows:

- (a) first, in payment or in reimbursement to the Trustee of its compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this Indenture, with interest thereon as herein provided;
- (b) second, but subject as hereinafter in this Section 7.6 provided, in payment, rateably and proportionately to the holders of Debentures, of the principal of and premium (if any) and accrued and unpaid interest and interest on amounts in default on the Debentures which shall then be outstanding in the priority of principal first and then premium and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by Extraordinary Resolution and in that case in such order or priority as between principal, premium (if any) and interest as may be directed by such resolution; and
- (c) third, in payment of the surplus, if any, of such monies to the Corporation or its assigns;

provided, however, that no payment shall be made pursuant to clause (b) above in respect of the principal, premium or interest on any Debenture held, directly or indirectly, by or for the benefit of the Corporation or any Subsidiary thereof (other than any Debenture pledged for value and in good faith to a person other than the Corporation or any Subsidiary but only to the extent of such person's interest therein) except subject to the prior payment in full of the principal, premium (if any) and interest (if any) on all Debentures which are not so held.

- (2) The Trustee shall not be bound to apply or make any partial or interim payment of any monies coming into its hands if the amount so received by it, after reserving thereout such amount as the Trustee may think necessary to provide for the payments mentioned in Section 7.6(1) is insufficient to make a distribution of at least 2% of the aggregate principal amount of the outstanding Debentures, but it may retain the money so received by it and invest or deposit the same as provided in Section 14.9 until the money or the investments representing the same, with the income derived therefrom, together with any other monies for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply the same in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment in distribution hereunder.

## **7.7 Notice of Payment by Trustee**

Not less than 15 days' notice shall be given in the manner provided in Section 13.2 by the Trustee to the Debentureholders of any payment to be made under this Article 7. Such notice shall state the time when and place where such payment is to be made and also the liability under this Indenture to which it is to be applied. After the day so fixed, unless payment shall have been duly demanded and have been refused, the Debentureholders will be entitled to interest only on the balance (if any) of the principal monies, premium (if any) and interest due (if any) to them, respectively, on the Debentures, after deduction of the respective amounts payable in respect thereof on the day so fixed.

## **7.8 Trustee May Demand Production of Debentures**

The Trustee shall have the right to demand production of the Debentures in respect of which any payment of principal, interest or premium required by this Article 7 is made and may cause to be endorsed on the same a memorandum of the amount so paid and the date of payment, but the Trustee

may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to the Corporation as the Trustee shall deem sufficient.

#### **7.9 Remedies Cumulative**

No remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of Debentures is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute.

#### **7.10 Judgment Against the Corporation**

The Corporation covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Debentureholders, judgment may be rendered against it in favour of the Debentureholders or in favour of the Trustee, as trustee for the Debentureholders, for any amount which may remain due in respect of the Debentures and premium (if any) and the interest thereon and any other monies owing hereunder.

#### **7.11 Immunity of Directors, Officers and Others**

The Debentureholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future officer, trustee, director or employee of the Corporation or any of its Subsidiaries or holder of Common Shares of the Corporation or of any successor for the payment of the principal of or premium or interest on any of the Debentures or on any covenant, agreement, representation or warranty by the Corporation contained herein or in the Debentures.

### **ARTICLE 8 SATISFACTION AND DISCHARGE**

#### **8.1 Cancellation and Destruction**

All Debentures shall forthwith after payment thereof be delivered to the Trustee and cancelled by it. All Debentures cancelled or required to be cancelled under this or any other provision of this Indenture shall be cancelled by the Trustee and, if required by the Corporation, the Trustee shall furnish to it a cancellation certificate setting out the designating numbers of the Debentures so cancelled.

#### **8.2 Non-Presentation of Debentures**

In case the holder of any Debenture shall fail to present the same for payment on the date on which the principal of, premium (if any) or the interest thereon or represented thereby becomes payable either at maturity or otherwise or shall not accept payment on account thereof and give such receipt therefor, if any, as the Trustee may require:

- (a) the Corporation shall be entitled to pay or deliver to the Trustee and direct it to set aside; or
- (b) in respect of monies or Common Shares in the hands of the Trustee which may or should be applied to the payment of the Debentures, the Corporation shall be entitled to direct the Trustee to set aside; or

- (c) if the redemption was pursuant to notice given by the Trustee, the Trustee may itself set aside;

the monies or Common Shares, as the case may be, in trust to be paid to the holder of such Debenture upon due presentation or surrender thereof in accordance with the provisions of this Indenture; and thereupon the principal of, premium (if any) or the interest payable on or represented by each Debenture in respect whereof such monies or Common Shares, if applicable, have been set aside shall be deemed to have been paid and the holder thereof shall thereafter have no right in respect thereof except that of receiving delivery and payment of the monies or Common Shares, if applicable, so set aside by the Trustee upon due presentation and surrender thereof, subject always to the provisions of Section 8.3.

### **8.3 Repayment of Unclaimed Monies or Common Shares**

Subject to applicable law, any monies or Common Shares, if applicable, set aside under Section 8.2 and not claimed by and paid to holders of Debentures as provided in Section 8.2 within six years after the date of such setting aside shall be repaid and delivered upon written request of the Corporation by the Trustee to the Corporation and thereupon the Trustee shall be released from all further liability with respect to such monies or Common Shares, if applicable, and thereafter the holders of the Debentures in respect of which such monies or Common Shares, if applicable, were so repaid to the Corporation shall have no rights in respect thereof except to obtain payment and delivery of the monies or Common Shares, if applicable, from the Corporation subject to any limitation provided by the laws of the Province of Alberta. Notwithstanding the foregoing, the Trustee will pay any remaining funds prior to the expiry of six years after the setting aside described in Section 8.2 to the Corporation upon receipt from the Corporation, of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds.

### **8.4 Discharge**

The Trustee shall at the written request of the Corporation release and discharge this Indenture and execute and deliver such instruments as it shall be advised by Counsel are requisite for that purpose and to release the Corporation from its covenants herein contained (other than the provisions relating to the indemnification of the Trustee), upon proof being given to the reasonable satisfaction of the Trustee that the principal of, premium (if any) and interest (including interest on amounts in default, if any), on all the Debentures and all other monies payable hereunder have been paid or satisfied or that all the Debentures having matured or having been duly called for redemption, payment of the principal of and interest (including interest on amounts in default, if any) on such Debentures and of all other monies payable hereunder has been duly and effectually provided for in accordance with the provisions hereof.

### **8.5 Satisfaction**

- (1) The Corporation shall be deemed to have fully paid, satisfied and discharged all of the outstanding Debentures of any series and the Trustee, at the expense of the Corporation, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Debentures, when, with respect to all of the outstanding Debentures or all of the outstanding Debentures of any series, as applicable:
  - (a) the Corporation has deposited or caused to be deposited with the Trustee as trust funds or property in trust, for the purpose of making payment on such Debentures, an amount in money or Common Shares, if applicable, sufficient to pay, satisfy and discharge the entire amount of principal of, premium, if any, and interest, if any, to maturity, or any repayment

date, Redemption Dates or Change of Control Purchase Date, as the case may be, of such Debentures;

- (b) the Corporation has deposited or caused to be deposited with the Trustee as trust property in trust for the purpose of making payment on such Debentures:
  - (i) if the Debentures are issued in Canadian dollars, such amount in Canadian dollars of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or Common Shares, if applicable; or
  - (ii) if the Debentures are issued in a currency or currency unit other than Canadian dollars, cash in the currency or currency unit in which the Debentures are payable and/or such amount in such currency or currency unit of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or the government that issued the currency or currency unit in which the Debentures are payable or Common Shares, if applicable;

as will be sufficient to pay and discharge the entire amount of principal of, premium, if any on, and accrued and unpaid interest to maturity or any repayment date, Redemption Date, Change of Control Purchase Date or 90% Redemption Right Purchase Date, as the case may be, of all such Debentures; or

- (c) all Debentures authenticated and delivered (other than (A) Debentures which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.11 and (B) Debentures for whose payment has been deposited in trust and thereafter repaid to the Corporation as provided in Section 8.3) have been delivered to the Trustee for cancellation;

so long as in any such event:

- (d) the Corporation has paid, caused to be paid or made provisions to the satisfaction of the Trustee for the payment of all other sums payable or which may be payable with respect to all of such Debentures (together with all applicable expenses of the Trustee in connection with the payment of any present taxes owing and any taxes arising with respect to all deposited funds or other provision for payment of such Debentures); and
  - (e) the Corporation has delivered to the Trustee an Officer's Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Debentures have been complied with.
- (2) Any deposits with the Trustee referred to in this Section 8.5 shall be irrevocable, subject to Section 8.6, and shall be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of, premium, if any, and interest on the Debentures being satisfied.
  - (3) Upon the satisfaction of the conditions set forth in this Section 8.5 with respect to all the outstanding Debentures, or all the outstanding Debentures of any series, as applicable, the terms and conditions of the Debentures, including the terms and conditions with respect thereto set forth in this Indenture (other than those contained in Article 2 and Article 4 and the provisions of Article 1 pertaining to Article 2 and Article 4) shall no longer be binding upon or applicable to the Corporation.

- (4) Any funds or obligations deposited with the Trustee pursuant to this Section 8.5 shall be denominated in the currency or denomination of the Debentures in respect of which such deposit is made.
- (5) If the Trustee is unable to apply any money or securities in accordance with this Section 8.5 by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Corporation's obligations under this Indenture and the affected Debentures shall be revived and reinstated as though no money or securities had been deposited pursuant to this Section 8.5 until such time as the Trustee is permitted to apply all such money or securities in accordance with this Section 8.5, provided that if the Corporation has made any payment in respect of principal of, premium, if any, or interest on Debentures or, as applicable, other amounts because of the reinstatement of its obligations, the Corporation shall be subrogated to the rights of the holders of such Debentures to receive such payment from the money or securities held by the Trustee.

## **8.6 Continuance of Rights, Duties and Obligations**

- (1) Where trust funds or trust property have been deposited pursuant to Section 8.5 the holders of Debentures and the Corporation shall continue to have and be subject to their respective rights, duties and obligations under Article 2 and Article 4.
- (2) In the event that, after the deposit of trust funds or trust property pursuant to Section 8.5, the Corporation is required to make a Change of Control Purchase Offer to purchase any outstanding Debentures pursuant to Section 2.4(9), in relation to Initial Debentures or to make an offer to purchase Debentures pursuant to any other similar provisions relating to any other series of Debentures, the Corporation shall be entitled to use any trust money or trust property deposited with the Trustee pursuant to Section 8.5 for the purpose of paying to any holders of Defeased Debentures who have accepted any such offer of the Corporation the Total Offer Price payable to such holders in respect of such Change of Control Purchase Offer in respect of Initial Debentures (or the total offer price payable in respect of an offer relating to any other series of Debentures). Upon receipt of a Written Direction of the Corporation, the Trustee shall be entitled to pay to such holder from such trust money or trust property deposited with the Trustee pursuant to Section 8.5 in respect of the Defeased Debentures which is applicable to the Defeased Debentures held by such holders who have accepted any such offer of the Corporation (which amount shall be based on the applicable principal amount of the Defeased Debentures held by accepting offerees in relation to the aggregate outstanding principal amount of all the Defeased Debentures).

## **ARTICLE 9 TRUST UNIT INTEREST PAYMENT ELECTION**

### **9.1 Common Share Interest Payment Election**

- (1) Provided that no Event of Default has occurred and is continuing and that all applicable regulatory approvals have been obtained (including any required approval of the TSX or any other stock exchange on which the Debentures or Common Shares are then listed), the Corporation shall have the right, from time to time (including at the time of redemption or at the time of maturity), to make a Common Share Interest Payment Election in respect of any Interest Obligation by delivering a Common Share Interest Payment Election Notice to the Trustee no later than the earlier of (i) the date required by applicable law or the rules of any stock exchange on which the Debentures or Common Shares are then listed, and (b) the day which is 15 Business Days prior to the Interest Payment Date to which the Common Share Interest Payment Election relates. Such Common Share

Interest Payment Election Notice shall provide that all or a portion of the Interest Obligation may be paid by the Corporation in Common Shares, and if only a portion of the Interest Obligation is to be paid in Common Shares, the Common Share Interest Payment Election shall state such portion to be paid in Common Shares and such portion to be paid in cash.

- (2) Upon receipt of a Common Share Interest Payment Election Notice, the Trustee shall, in accordance with this Article 9 and such Common Share Interest Payment Election Notice, act as agent of the Corporation solely for the purposes of facilitating the sale of Common Shares to those investment banks, brokers or dealers identified in writing by the Corporation at the price agreed between the Corporation and such investment banks, brokers or dealers in the Common Share Interest Payment Election Notice (which may be the market price from time to time or based thereon). In connection with the Common Share Interest Payment Election, the Trustee shall have the power to: (i) accept delivery of the Common Shares from the Corporation and process the Common Shares in accordance with the Common Share Interest Payment Election Notice; (ii) deliver such Common Shares on behalf of the Corporation, as the Corporation shall direct in its absolute discretion through the investment banks, brokers or dealers identified by the Corporation in the Common Share Interest Payment Election Notice at the price identified therein (which may be the market price from time to time or based thereon); (iii) invest the proceeds of such sales on the direction of the Corporation in Government Obligations which mature prior to an applicable Interest Payment Date; (iv) use such proceeds, together with proceeds from the sale of Common Shares not invested as aforesaid, to pay the Interest Obligation in respect of which the Common Share Interest Payment Election was made; (v) deliver proceeds to holders of Debentures to satisfy all or a portion of the Corporation's Interest Obligations, as directed by the Corporation in the Common Share Interest Payment Election Notice; and (vi) perform any other action necessarily incidental thereto as directed by the Corporation in its absolute discretion with the consent of the Trustee. Each Common Share Bid Request shall provide that the acceptance of any bid by the Corporation is conditional on the acceptance of sufficient bids to result in aggregate proceeds from such issue and sale of Common Shares which, together with the cash payments to be made by the Corporation in lieu of fractional Common Shares, if any, equal the Interest Obligation or a portion thereof as specified in the Common Share Interest Payment Election Notice on the Common Share Delivery Date. The Trustee will be the agent of the Corporation solely for purposes of facilitating the sale of the Common Shares to those investment banks, brokers or dealers designated by the Corporation and at the price agreed to between the Corporation and such investment banks, brokers or dealers (which may be the market price from time to time or based thereon), and paying proceeds therefrom in satisfaction of the Interest Obligation.
- (3) The Common Share Interest Payment Election Notice shall provide for, and all bids shall be subject to, the right of the Corporation, by delivering written notice to the Trustee at any time prior to the consummation of such delivery and sale of the Common Shares on the Common Share Delivery Date, to withdraw the Common Share Interest Payment Election (which shall have the effect of withdrawing each related Common Share Bid Request), whereupon the Corporation shall be obliged to pay in cash the Interest Obligation in respect of which the Common Share Interest Payment Election Notice has been delivered.
- (4) Any sale of Common Shares pursuant to this Article 9 may be made to one or more Persons whose bids are solicited, but all such sales with respect to a particular Common Share Interest Payment Election shall take place concurrently on the Common Share Delivery Date.
- (5) The Corporation and the applicable bidders shall, not later than the Common Share Delivery Date, enter into Common Share Purchase Agreements and shall comply with all Applicable Securities Legislation, including the securities rules and regulations of any stock exchange on which the

Debentures or Common Shares are then listed. The Corporation shall pay all fees and expenses in connection with the Common Share Purchase Agreements including the fees and commissions charged by the investment banks, brokers and dealers and the fees of the Trustee.

- (6) Provided that: (i) all conditions specified in each Common Share Purchase Agreement to the closing of all sales thereunder have been satisfied, other than the delivery of the Common Shares to be sold thereunder against payment of the purchase price thereof; and (ii) the purchasers under each Common Share Purchase Agreement shall be ready, willing and able to perform thereunder, in each case on the Common Share Delivery Date, the Corporation shall, on the Common Share Delivery Date, deliver to the Trustee the Common Shares to be sold on such date, an amount in cash equal to the value of any fractional Common Shares and an Officer's Certificate to the effect that all conditions precedent to such sales, including those set forth in this Indenture and in each Common Share Purchase Agreement, have been satisfied. Upon such deliveries, the Trustee shall consummate such sales on such Common Share Delivery Date by the delivery of the Common Shares to such purchasers against payment to the Trustee in immediately available funds of the purchase price therefor in an aggregate amount equal to the Common Share Interest Payment Election Amount (less any amount attributable to any fractional Common Shares), whereupon the sole right of a holder of Debentures to receive such holder's portion of the Common Share Interest Payment Election Amount will be to receive same from the Trustee out of the proceeds of such sales of Common Shares plus any amount received by the Trustee from the Corporation attributable to any fractional Common Shares in full satisfaction of the Share Interest Payment Election Amount portion of the Interest Obligation and the holder will have no further recourse to the Corporation in respect of the Share Interest Payment Election Amount portion of the Interest Obligation.
- (7) The Trustee shall, on the Common Share Delivery Date, use the sale proceeds of the Common Shares (together with any cash received from the Corporation in lieu of any fractional Common Shares) to purchase, on the direction of the Corporation in writing, Government Obligations which mature prior to the applicable Interest Payment Date and which the Trustee is required to hold until maturity (the "**Common Share Proceeds Investment**") and shall, on such date, deposit the balance, if any, of such sale proceeds in an account established in the name of the Corporation maintained by and subject to the control of the Trustee (the "**Interest Account**") for such Debentures. The Trustee shall hold such Common Share Proceeds Investment (but not income earned thereon) under its exclusive control in an irrevocable trust for the benefit of the holders of the Debentures. At least one Business Day prior to the Interest Payment Date, the Trustee shall deposit amounts from the proceeds of the Common Share Proceeds Investment in the Interest Account to bring the balance of the Interest Account to the Common Share Interest Payment Election Amount. On the Interest Payment Date, the Trustee shall pay the funds held in the Interest Account to the holders of record of the Debentures on the applicable record date for the payment of interest (less any tax required to be deducted, if any) and, provided that there is no Event of Default, shall remit amounts, if any, in respect of income earned on the Common Share Proceeds Investment or otherwise in excess of the Common Share Interest Payment Election Amount to the Corporation.
- (8) Neither the making of a Common Share Interest Payment Election nor the consummation of sales of Common Shares on a Common Share Delivery Date shall (i) result in the holders of the Debentures not being entitled to receive on the applicable Interest Payment Date cash in an aggregate amount equal to the Interest Obligation payable on such date or (ii) entitle such holders to receive any Common Shares in satisfaction of such Interest Obligation. The Corporation will remain obligated to pay interest in cash in the event the proceeds from any such sale of Common Shares is less than the Corporation's Interest Obligation owed to Debentureholders.

- (9) No fractional Common Shares will be issued in satisfaction of interest but in lieu thereof the Corporation will satisfy such fractional interest by a cash payment equal to the market price of such fractional interest (less any tax required to be deducted, if any).
- (10) For certainty, the Trustee will only act on the Written Direction of the Corporation when acting under this Article 9.

## **ARTICLE 10 SUCCESSORS**

### **10.1 Corporation may Consolidate, etc., Only on Certain Terms**

The Corporation may not, without the consent of the holders of the Debentures as provided for in Article 12, consolidate with or amalgamate or merge with or into any Person (other than a directly or indirectly wholly-owned Subsidiary of the Corporation) or sell, convey, transfer or lease (excluding any form of sale and leaseback transaction that provides for the sale or transfer of real property that is then rented or leased back by the Corporation or a Subsidiary) all or substantially all of the properties and assets of the Corporation to another Person (herein called a "**Successor**") (other than a directly or indirectly wholly-owned Subsidiary of the Corporation) unless:

- (1) prior to or contemporaneously with the consummation of such transaction the Corporation and the Successor shall have executed such instruments and done such things as, in the opinion of Counsel, are necessary or advisable to establish that upon the consummation of such transaction;
  - (a) the Successor will have assumed all the covenants and obligations of the Corporation under this Indenture in respect of the Debentures;
  - (b) the Debentures will be valid and binding obligations of the Successor entitling the holders thereof, as against the Successor, to all the rights of Debentureholders under this Indenture; and
  - (c) in the case of an entity organized otherwise than under the laws of the Province of Alberta, the Successor shall attorn to the jurisdiction of the courts of the Province of Alberta;
- (2) such transaction, in the opinion of Counsel, shall be on such terms as to substantially preserve and not impair any of the rights and powers of the Trustee or of the Debentureholders hereunder; and
- (3) no condition or event shall exist as to the Corporation (at the time of such transaction) or the Successor (immediately after such transaction) and after giving full effect thereto or immediately after the Successor shall become liable to pay the principal monies, premium, if any, interest and other monies due or which may become due hereunder, which constitutes or would constitute an Event of Default hereunder.

### **10.2 Vesting of Powers in Successor**

Whenever the conditions of Section 10.1 shall have been duly observed and performed, any Successor formed by or resulting from such transaction shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Indenture with the same effect as though the Successor had been named as the Corporation herein and thereafter, except in the case of a lease or other similar disposition of property to the Successor, the Corporation shall be relieved of all obligations and covenants under this Indenture and the Debentures. The Trustee will, at the expense of the Successor,

execute any documents which it may be advised by Counsel are necessary or advisable for effecting or evidencing such release and discharge.

## **ARTICLE 11 COMPULSORY ACQUISITION**

### **11.1 Definitions**

In this Article:

- (1) **"Affiliate"** shall have the meaning set forth in the *Business Corporations Act* (Alberta);
- (2) **"Associate"** shall have the meaning set forth in the *Securities Act* (Alberta);
- (3) **"Dissenting Debentureholders"** means a Debentureholder who does not accept an Offer referred to in Section 11.2 and includes any assignee of the Debentureholder to whom such an Offer is made, whether or not such assignee is recognized under this Indenture;
- (4) **"Offer"** means an offer to acquire outstanding Debentures, which is a takeover bid for Debentures within the meaning ascribed thereto in NI 62-104, where, as of the date of the offer to acquire, the Debentures that are subject to the offer to acquire, together with the Offeror's Debentures, constitute in the aggregate 20% or more of the outstanding principal amount of the Debentures;
- (5) **"offer to acquire"** includes an acceptance of an offer to sell;
- (6) **"Offeror"** means a person, or two or more persons acting jointly or in concert, who make an Offer to acquire Debentures;
- (7) **"Offeror's Debentures"** means Debentures beneficially owned, or over which control or direction is exercised, on the date of an Offer by the Offeror, any Affiliate or Associate of the Offeror or any person or company acting jointly or in concert with the Offeror; and
- (8) **"Offeror's Notice"** means the notice described in Section 11.3.

### **11.2 Offer for Debentures**

- (1) If an Offer for all of the outstanding Debentures (other than Debentures held by or on behalf of the Offeror or an Affiliate or Associate of the Offeror) is made and:
  - (a) within the time provided in the Offer for its acceptance or within 120 days after the date the Offer is made, whichever period is shorter, the Offer is accepted by Debentureholders representing at least 90% of the outstanding principal amount of the Debentures, other than the Offeror's Debentures;
  - (b) the Offeror is bound to take up and pay for, or has taken up and paid for the Debentures of the Debentureholders who accepted the Offer; and
  - (c) the Offeror complies with Section 11.3 and Section 11.5;

the Offeror is entitled to acquire, and the Dissenting Debentureholders are required to sell to the Offeror, the Debentures held by the Dissenting Debentureholder for the same consideration per Debenture payable or paid, as the case may be, under the Offer.

### **11.3 Offeror's Notice to Dissenting Debentureholders**

Where an Offeror is entitled to acquire Debentures held by Dissenting Debentureholders pursuant to Section 11.2 and the Offeror wishes to exercise such right, the Offeror shall send by registered mail within 30 days after the date of termination of the Offer a notice (the "**Offeror's Notice**") to each Dissenting Debentureholder stating that:

- (a) Debentureholders holding at least 90% of the principal amount of all outstanding Debentures, other than Offeror's Debentures, have accepted the Offer;
- (b) the Offeror is bound to take up and pay for, or has taken up and paid for, the Debentures of the Debentureholders who accepted the Offer;
- (c) Dissenting Debentureholders must transfer their respective Debentures to the Offeror on the terms on which the Offeror acquired the Debentures of the Debentureholders who accepted the Offer within 21 days after the date of the sending of the Offeror's Notice; and
- (d) Dissenting Debentureholders must send their respective Debenture certificate(s) to the Trustee within 21 days after the date of the sending of the Offeror's Notice.

### **11.4 Delivery of Debenture Certificates**

A Dissenting Debentureholder to whom an Offeror's Notice is sent pursuant to Section 11.3 shall, within 21 days after the sending of the Offeror's Notice, send his or her Debenture certificate(s) to the Trustee duly endorsed for transfer.

### **11.5 Payment of Consideration to Trustee**

Within 21 days after the Offeror sends an Offeror's Notice pursuant to Section 11.3, the Offeror shall pay or transfer to the Trustee, or to such other person as the Trustee may direct, the cash or other consideration that is payable to Dissenting Debentureholders pursuant to Section 11.2. The acquisition by the Offeror of all Debentures held by all Dissenting Debentureholders shall be effective as of the time of such payment or transfer.

### **11.6 Consideration to be held in Corporation**

The Trustee, or the person directed by the Trustee, shall hold in trust for the Dissenting Debentureholders the cash or other consideration they or it receives under Section 11.5. The Trustee, or such persons, shall deposit cash in a separate account in a Canadian chartered bank, or other body corporate, any of whose deposits are insured by the Canada Deposit Insurance Corporation, and shall place other consideration in the custody of a Canadian chartered bank or such other body corporate.

### **11.7 Completion of Transfer of Debentures to Offeror**

Within 30 days after the date of the sending of an Offeror's Notice pursuant to Section 11.3, the Trustee, if the Offeror has complied with Section 11.5, shall:

- (a) do all acts and things and execute and cause to be executed all instruments as in the Trustee's opinion, relying on the advice of Counsel, may be necessary or desirable to cause the transfer of the Debentures of the Dissenting Debentureholders to the Offeror;

- (b) send to each Dissenting Debentureholder who has complied with Section 11.4 the consideration to which such Dissenting Debentureholder is entitled under this Article 11; and
- (c) send to each Dissenting Debentureholder who has not complied with Section 11.4 a notice stating that:
  - (i) his or her Debentures have been transferred to the Offeror;
  - (ii) the Trustee or some other person designated in such notice are holding in trust the consideration for such Debentures; and
  - (iii) the Trustee, or such other person, will send the consideration to such Dissenting Debentureholder as soon as possible after receiving such Dissenting Debentureholder's Debenture certificate(s) or such other documents as the Trustee or such other person may require in lieu thereof; and the Trustee is hereby appointed the agent and attorney of the Dissenting Debentureholders for the purposes of giving effect to the foregoing provisions.

## **11.8 Communication of Offer to Corporation**

An Offeror cannot make an Offer for Debentures unless, concurrent with the communication of the Offer to any Debentureholder, a copy of the Offer is provided to the Corporation.

## **ARTICLE 12 MEETINGS OF DEBENTUREHOLDERS**

### **12.1 Right to Convene Meeting**

The Trustee or the Corporation may at any time and from time to time, and the Trustee shall, on receipt of a Written Direction of the Corporation or a written request signed by the holders of not less than 25% of the principal amount of the Debentures then outstanding and upon receiving funding and being indemnified to its reasonable satisfaction by the Corporation or by the Debentureholders signing such request against the costs which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Debentureholders. In the event of the Trustee failing, within 30 days after receipt of any such request and such funding of indemnity, to give notice convening a meeting, the Corporation or such Debentureholders, as the case may be, may convene such meeting. Every such meeting shall be held in the City of Calgary or at such other place as may be approved or determined by the Trustee.

### **12.2 Notice of Meetings**

- (1) At least 21 days' notice of any meeting shall be given to the Debentureholders in the manner provided in Section 13.2 and a copy of such notice shall be sent by post to the Trustee, unless the meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any holder of Debentures shall not invalidate any resolution passed at any such meeting. A holder may waive notice of a meeting either before or after the meeting. Any meeting held pursuant to this Article 12 may be done through a virtual or electronic meeting platform, subject to the Trustees' capabilities at the time.

- (2) If the business to be transacted at any meeting by Extraordinary Resolution or otherwise, or any action to be taken or power exercised by instrument in writing under Section 12.15, especially affects the rights of holders of Debentures of one or more series in a manner or to an extent differing in any material way from that in or to which the rights of holders of Debentures of any other series are affected (determined as provided in Section 12.2(3) and (4)), then:
- (a) a reference to such fact, indicating each series of Debentures in the opinion of the Trustee, relying on the advice of Counsel, so especially affected (hereinafter referred to as the "especially affected series") shall be made in the notice of such meeting, and in any such case the meeting shall be and be deemed to be and is herein referred to as a **"Serial Meeting"**; and
  - (b) the holders of Debentures of an especially affected series shall not be bound by any action taken at a Serial Meeting or by instrument in writing under Section 12.15 unless in addition to compliance with the other provisions of this Article 12, and the Indenture:
    - (i) at such Serial Meeting: (I) there are Debentureholders present in person or by proxy and representing at least 25% in principal amount of the Debentures then outstanding of such series, subject to the provisions of this Article 12 as to quorum at adjourned meetings; and (II) the resolution is passed by the affirmative vote of the holders of more than 50% (or in the case of an Extraordinary Resolution not less than 66 2/3%) of the principal amount of the Debentures of such series then outstanding voted on the resolution; or
    - (ii) in the case of action taken or power exercised by instrument in writing under Section 12.15, such instrument is signed in one or more counterparts by the holders of not less than 66 2/3% in principal amount of the Debentures of such series then outstanding.
- (3) Subject to Section 12.2(4), the determination as to whether any business to be transacted at a meeting of Debentureholders, or any action to be taken or power to be exercised by instrument in writing under Section 12.15, especially affects the rights of the Debentureholders of one or more series in a manner or to an extent differing in any material way from that in or to which it affects the rights of Debentureholders of any other series (and is therefore an especially affected series) shall be determined by an opinion of Counsel, which shall be binding on all Debentureholders, the Trustee and the Corporation for all purposes hereof.
- (4) A proposal:
- (a) to extend the maturity of Debentures of any particular series or to reduce the principal amount thereof, the rate of interest or redemption premium thereon;
  - (b) to modify or terminate any covenant or agreement which by its terms is effective only so long as Debentures of a particular series are outstanding; or
  - (c) to reduce with respect to Debentureholders of any particular series any percentage stated in this Section 12.2 or Section 12.4, Section 12.12, or Section 12.15;

shall be deemed to especially affect the rights of the Debentureholders of such series in a manner differing in a material way from that in which it affects the rights of holders of Debentures of any

other series, whether or not a similar extension, reduction, modification or termination is proposed with respect to Debentures of any or all other series.

### **12.3 Chairman**

Some person, who need not be a Debentureholder, nominated in writing by the Trustee shall be chairman of the meeting and if no person is so nominated, or if the person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, a majority of the Debentureholders present in person or by proxy shall choose some person present to be chairman.

### **12.4 Quorum**

Subject to the provisions of Section 12.12, at any meeting of the Debentureholders a quorum shall consist of Debentureholders present in person or by proxy and representing at least 25% in principal amount of the outstanding Debentures and, if the meeting is a Serial Meeting, at least 25% of the Debentures then outstanding of each especially affected series. If a quorum of the Debentureholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by the Debentureholders or pursuant to a request of the Debentureholders, shall be dissolved, but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place to the extent possible and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Debentureholders present in person or by proxy shall, subject to the provisions of Section 12.12, constitute a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 25% of the principal amount of the outstanding Debentures or of the Debentures then outstanding of each especially affected series. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.

### **12.5 Power to Adjourn**

The chairman of any meeting at which a quorum of the Debentureholders is present may, with the consent of the holders of a majority in principal amount of the Debentures represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

### **12.6 Show of Hands**

Every question submitted to a meeting shall, subject to Section 12.17, be decided in the first place by a majority of the votes given on a show of hands except that votes on Extraordinary Resolutions shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Debentures, if any, held by him.

### **12.7 Poll**

On every Extraordinary Resolution, and on any other question submitted to a meeting when demanded by the chairman or by one or more Debentureholders or proxies for Debentureholders, a poll shall be taken in such manner and either at once or after an adjournment as the chairman shall direct.

Questions other than Extraordinary Resolutions shall, if a poll be taken, be decided by the votes of the holders of a majority in principal amount of the Debentures and of each especially affected series, if applicable, represented at the meeting and voted on the poll.

## **12.8 Voting**

On a show of hands every person who is present and entitled to vote, whether as a Debentureholder or as proxy for one or more Debentureholders or both, shall have one vote. On a poll each Debentureholder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each \$1,000 principal amount of Debentures of which he shall then be the holder. In the case of any Debenture denominated in a currency or currency unit other than Canadian dollars, the principal amount thereof for these purposes shall be computed in Canadian dollars on the basis of the conversion of the principal amount thereof at the applicable spot buying rate of exchange for such other currency or currency unit as reported by the Bank of Canada at the close of business on the Business Day next preceding the meeting. Any fractional amounts resulting from such conversion shall be rounded to the nearest \$100. A proxy need not be a Debentureholder. In the case of joint holders of a Debenture, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Debentures of which they are joint holders.

## **12.9 Proxies**

- (1) A Debentureholder may be present and vote at any meeting of Debentureholders by an authorized representative. The Corporation (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Debentureholders to be present and vote at any meeting without producing their Debentures, and of enabling them to be present and vote at any such meeting by proxy and of lodging instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:
  - (a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any person signing on behalf of a Debentureholder;
  - (b) the deposit of instruments appointing proxies at such place as the Trustee, the Corporation or the Debentureholder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and
  - (c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed, cabled, telegraphed or sent by other electronic means before the meeting to the Corporation or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.
- (2) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only persons who shall be recognized at any meeting as the holders of any Debentures, or as entitled to vote or be present at the meeting in respect thereof, shall be Debentureholders and persons whom Debentureholders have by instrument in writing duly appointed as their proxies.

## **12.10 Persons Entitled to Attend Meetings**

The Corporation and the Trustee, by their respective officers and directors, the Auditors of the Corporation and the legal advisors of the Corporation, the Trustee or any Debentureholder may attend any meeting of the Debentureholders but shall have no vote as such.

## **12.11 Powers Exercisable by Extraordinary Resolution**

- (1) In addition to the powers conferred upon them by any other provisions of this Indenture or by law, and subject to the terms of the Indenture, a meeting of the Debentureholders shall have the following powers exercisable from time to time by Extraordinary Resolution, subject in the case of the matters in (a), (b), (c), (d) and (l) to receipt of the prior approval of the TSX (or such other exchange on which the Debentures are then listed):
  - (a) power to authorize the Trustee to grant extensions of time for payment of any principal, premium or interest on the Debentures, whether or not the principal, premium, or interest, the payment of which is extended, is at the time due or overdue;
  - (b) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Debentureholders or the Trustee (with its consent, not to be unreasonably withheld or delayed) against the Corporation, or against its property, whether such rights arise under this Indenture or the Debentures or otherwise;
  - (c) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Indenture or any Debenture which shall be agreed to by the Corporation and, subject to Section 15.1, to authorize the Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission;
  - (d) power to sanction any scheme for the reconstruction, reorganization or recapitalization of the Corporation or for the consolidation, amalgamation, arrangement, combination or merger of the Corporation with any other Person or for the sale, leasing, transfer or other disposition of all or substantially all of the undertaking, property and assets of the Corporation or any part thereof, provided that no such sanction shall be necessary in respect of any such transaction if the provisions of Section 10.1 shall have been complied with;
  - (e) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this Indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;
  - (f) power to waive, and direct the Trustee to waive, any default hereunder and/or cancel any declaration made by the Trustee pursuant to Article 7 either unconditionally or upon any condition specified in such Extraordinary Resolution;
  - (g) power to restrain any Debentureholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal, premium or interest on the Debentures, or for the execution of any trust or power hereunder;
  - (h) power to direct any Debentureholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 7.5, of the

costs, charges and expenses reasonably and properly incurred by such Debentureholder in connection therewith;

- (i) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Corporation;
- (j) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Debentureholders, such of the powers of the Debentureholders as are exercisable by Extraordinary Resolution or other resolution as shall be included in the resolution appointing the committee. The resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee. Such committee shall consist of such number of persons as shall be prescribed in the resolution appointing it and the members need not be themselves Debentureholders. Every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings and the filling of vacancies occurring in its number and its procedure generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Debentureholders. Neither the committee nor any member thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith;
- (k) power to remove the Trustee from office and to appoint a new Trustee or Trustees provided that no such removal shall be effective unless and until a new Trustee or Trustees shall have become bound by this Indenture;
- (l) power to sanction the exchange of the Debentures for shares, bonds, debentures or other securities or obligations of the Corporation or of any other Person formed or to be formed;
- (m) power to authorize the distribution in specie of any shares or securities received pursuant to a transaction authorized under the provisions of Section 12.11(1); and
- (n) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Debentureholders or by any committee appointed pursuant to Section 12.11(1)(j).

## **12.12 Meaning of "Extraordinary Resolution"**

- (1) The expression "**Extraordinary Resolution**" when used in this Indenture means, subject as hereinafter in this Article provided, a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders (including an adjourned meeting) duly convened for the purpose and held in accordance with the provisions of this Article at which the holders of not less than 25% of the principal amount of the Debentures then outstanding, and if the meeting is a Serial Meeting, at which holders of not less than 25% of the principal amount of the Debentures then outstanding of each especially affected series, are present in person or by proxy and passed by the favourable votes of the holders of not less than 66 2/3% of the principal amount of the Debentures, and if the meeting is a Serial Meeting by the affirmative vote of the holders of not less than 66 2/3% of each especially affected series, in each case present or represented by proxy at the meeting and voted upon on a poll on such resolution.

- (2) If, at any such meeting, the holders of not less than 25% of the principal amount of the Debentures then outstanding and, if the meeting is a Serial Meeting, 25% of the principal amount of the Debentures then outstanding of each especially affected series, in each case are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Debentureholders, shall be dissolved but in any other case it shall stand adjourned to such date, being not less than 14 nor more than 60 days later, and to such place and time as may be appointed by the chairman. Not less than 10 days' notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 13.2. Such notice shall state that at the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum. At the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed thereat by the affirmative vote of holders of not less than 66 2/3% of the principal amount of the Debentures and, if the meeting is a Serial Meeting, by the affirmative vote of the holders of not less than 66 2/3% of the principal amount of the Debentures of each especially affected series, in each case present or represented by proxy at the meeting and voted upon on a poll shall be an Extraordinary Resolution within the meaning of this Indenture, notwithstanding that the holders of not less than 25% in principal amount of the Debentures then outstanding, and if the meeting is a Serial Meeting, holders of not less than 25% of the principal amount of the Debentures then outstanding of each especially affected series, are not present in person or by proxy at such adjourned meeting.
- (3) Votes on an Extraordinary Resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.
- (4) Notwithstanding anything to the contrary in this Section 12.12, the powers conferred to Debentureholders in Section 12.11(1)(e) and Section 12.11(1)(j) are only exercisable if by Extraordinary Resolution where holders of not less than 25% in principal amount of the Debentures then outstanding, or if the meeting is a Serial Meeting, holders of not less than 25% in principal amount of the Debentures then outstanding of each especially affected series, vote for such Extraordinary Resolution.

### **12.13 Powers Cumulative**

Any one or more of the powers in this Indenture stated to be exercisable by the Debentureholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Debentureholders to exercise the same or any other such power or powers thereafter from time to time.

### **12.14 Minutes**

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had, or by the chairman of the next succeeding meeting of the Debentureholders, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

## **12.15 Instruments in Writing**

All actions which may be taken and all powers that may be exercised by the Debentureholders at a meeting held as hereinbefore in this Article provided may also be taken and exercised by the holders of 66 2/3% of the principal amount of all the outstanding Debentures and, if the meeting at which such actions might be taken would be a Serial Meeting by the holders of 66 2/3% of the principal amount of the Debentures then outstanding of each especially affected series, by an instrument in writing signed in one or more counterparts and the expression "Extraordinary Resolution" when used in this Indenture shall include an instrument so signed.

## **12.16 Binding Effect of Resolutions**

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article at a meeting of Debentureholders shall be binding upon all the Debentureholders, whether present at or absent from such meeting, and every instrument in writing signed by Debentureholders in accordance with Section 12.15 shall be binding upon all the Debentureholders, whether signatories thereto or not, and each and every Debentureholder and the Trustee (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

## **12.17 Evidence of Rights of Debentureholders**

- (1) Any request, direction, notice, consent or other instrument which this Indenture may require or permit to be signed or executed by the Debentureholders may be in any number of concurrent instruments of similar tenor signed or executed by such Debentureholders.
- (2) The Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

## **12.18 Concerning Serial Meetings**

If in the opinion of Counsel any business to be transacted at any meeting, or any action to be taken or power to be exercised by instrument in writing under Section 12.15, does not adversely affect the rights of the holders of Debentures of one or more series, the provisions of this Article 12 shall apply as if the Debentures of such series were not outstanding and no notice of any such meeting need be given to the holders of Debentures of such series. Without limiting the generality of the foregoing, a proposal to modify or terminate any covenant or agreement which is effective only so long as Debentures of a particular series are outstanding shall be deemed not to adversely affect the rights of the holders of Debentures of any other series.

# **ARTICLE 13 NOTICES**

## **13.1 Notice to Corporation**

Any notice to the Corporation under the provisions of this Indenture shall be addressed to:

Cardinal Energy Ltd.  
Suite 600, 400 – 3rd Avenue SW  
Calgary, Alberta, T2P 4H2

Attention: Chief Executive Officer  
E-mail: *[email redacted]*

and any such notice delivered in accordance with the foregoing shall be deemed to have been received and given on the date of delivery or, if mailed, on the fifth Business Day following the date of mailing such notice or, if emailed, on the next Business Day following the date transmission is confirmed. The Corporation may from time to time notify the Trustee in writing of a change of registered address or email address which thereafter, until changed by like notice, shall be the address of the Corporation for all purposes of this Indenture.

If by reason of any interruption of registered mail service, actual or threatened, any notice to be given to the Corporation would reasonably be unlikely to reach its destination by the time notice by registered mail is deemed to have been given pursuant to this Section 13.1, such notice shall be valid and effective only if delivered at the appropriate registered address by hand or courier in accordance with this Section 13.1.

### **13.2 Notice to Debentureholders**

- (1) All notices to be given hereunder with respect to the Debentures shall be deemed to be validly given to the holders thereof if sent by: (i) first class mail, postage prepaid, by letter or circular addressed to such holders at their post office addresses appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given three days following the day of mailing; or (ii) electronic communication to such holder at its electronic address appearing on the registers. Accidental error or omission in giving notice or accidental failure to mail notice to any Debentureholder or the inability of the Corporation to give or mail any notice due to anything beyond the reasonable control of the Corporation shall not invalidate any action or proceeding founded thereon.
- (2) If any notice given in accordance with the foregoing paragraph would be unlikely to reach the Debentureholders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Corporation shall give such notice by publication at least once in the city of Calgary (or in such of those cities as, in the opinion of the Trustee, is sufficient in the particular circumstances), each such publication to be made in a daily newspaper of general circulation in the designated city.
- (3) Any notice given to Debentureholders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in each of the newspapers in which publication was required.
- (4) All notices with respect to any Debenture may be given to whichever one of the holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all holders of any persons interested in such Debenture.

### **13.3 Notice to Trustee**

Any notice to the Trustee under the provisions of this Indenture shall be valid and effective if delivered, receipt confirmed, to the Trustee at its principal office in the City of Calgary, at Stock Exchange Tower, 1230, 300 – 5<sup>th</sup> Avenue S.W., Calgary, AB T2P 3C4, or if sent by email to *[email redacted]* and shall be deemed to have been effectively given as of the date of such receipt confirmation or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three days following the mailing thereof or if given by email, shall be deemed to have been effectively given following the date transmission is confirmed.

#### **13.4 Mail Service Interruption**

If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Trustee would reasonably be unlikely to reach its destination by the time notice by mail is deemed to have been given pursuant to Section 13.3, such notice shall be valid and effective only if delivered at the appropriate address in accordance with Section 13.3.

### **ARTICLE 14 CONCERNING THE TRUSTEE**

#### **14.1 No Conflict of Interest**

The Trustee represents to the Corporation that to the best of its knowledge at the date of execution and delivery by it of this Indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 14.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Indenture, and the Debentures issued hereunder, shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises but the Trustee shall, within 30 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 14.2.

#### **14.2 Replacement of Trustee**

- (1) The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Corporation 90 days' notice in writing or such shorter notice as the Corporation may accept as sufficient. If at any time a material conflict of interest exists in the Trustee's role as a fiduciary hereunder the Trustee shall, within 30 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest or resign in the manner and with the effect specified in this Section 14.2. The validity and enforceability of this Indenture and of the Debentures issued hereunder shall not be affected in any manner whatsoever by reason only that such a material conflict of interest exists. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Debentureholders. Failing such appointment by the Corporation, the retiring Trustee or any Debentureholder may apply to a Judge of the Court of King's Bench of the Province of Alberta, on such notice as such Judge may direct at the Corporation's expense, for the appointment of a new Trustee but any new Trustee so appointed by the Corporation or by the Court shall be subject to removal as aforesaid by the Debentureholders and the appointment of such new Trustee shall be effective only upon such new Trustee becoming bound by this Indenture. Any new Trustee appointed under any provision of this Section 14.2 shall be a corporation authorized to carry on the business of a trust company in all of the provinces and territories of Canada. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.
- (2) Any company into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any company resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party, or any company which shall purchase all or substantially all of the corporate trust book of business of the Trustee, shall be the successor trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of the Corporation, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon the

trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act, and, upon receipt by the Trustee of payment in full for any outstanding charges due to it, shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Corporation be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by the Corporation.

#### **14.3 Duties of Trustee**

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

#### **14.4 Reliance Upon Declarations, Opinions, etc.**

In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 14.5, if applicable, and with any other applicable requirements of this Indenture. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may rely on an opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Corporation.

#### **14.5 Evidence and Authority to Trustee, Opinions, etc.**

- (1) The Corporation shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Indenture relating to any action or step required or permitted to be taken by the Corporation or the Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the certification and delivery of Debentures hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Trustee at the request of or on the application of the Corporation, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Trustee in accordance with the terms of this Section 14.5, or (b) the Trustee, in the exercise of its rights and duties under this Indenture, gives the Corporation written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.
- (2) Such evidence shall consist of
  - (a) a certificate made by one officer or trustee of the Corporation, stating that any such condition precedent has been complied with in accordance with the terms of this Indenture;
  - (b) in the case of a condition precedent compliance with which is, by the terms of this Indenture, made subject to review or examination by a solicitor, an opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Indenture; and

- (c) in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the Auditors of the Corporation whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Indenture.
- (3) Whenever such evidence relates to a matter other than the certificates and delivery of Debentures and the satisfaction and discharge of this Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a trustee, officer or employer of the Corporation it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section.
- (4) Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in the Indenture shall include (a) a statement by the person giving the evidence that he has read and is familiar with those provisions of this Indenture relating to the condition precedent in question, (b) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (c) a statement that, in the belief of the person giving such evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein, and (d) a statement whether in the opinion of such person the conditions precedent in question have been complied with or satisfied.
- (5) The Corporation shall furnish or cause to be furnished to the Trustee at any time if the Trustee reasonably so requires, its certificate that the Corporation has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which would, with the giving of notice or the lapse of time, or both, or otherwise, constitute an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. The Corporation shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by the Corporation or as a result of any obligation imposed by this Indenture.

#### **14.6 Officer's Certificates**

Evidence except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may rely upon an Officer's Certificate.

#### **14.7 Experts, Advisers and Agents**

The Trustee may:

- (a) employ or retain and act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuer, engineer, surveyor, appraiser or other expert, whether obtained by the Trustee or by the Corporation, or otherwise, and shall not be liable for acting, or refusing to act, in good faith on any such opinion or advice and shall not be responsible for any misconduct on the part of any of them and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid. The

reasonable costs of such services shall be added to and become part of the Trustee's remuneration hereunder; and

- (b) employ such agents and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Trustee may, but need not be, solicitors for the Corporation.

#### **14.8 Trustee May Deal in Debentures**

Subject to Section 14.1 and Section 14.3, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Debentures and generally contract and enter into financial transactions with the Corporation or otherwise, without being liable to account for any profits made thereby.

#### **14.9 Investment of Monies Held by Trustee**

- (1) Unless otherwise provided in this Indenture, any monies held by the Trustee, which, under the trusts of this Indenture, may or ought to be invested or which may be on deposit with the Trustee or which may be in the hands of the Trustee, may be invested and reinvested in the name or under the control of the Trustee in securities in which, under the laws of the Province of Alberta, trustees are authorized to invest trust monies, provided that such securities are expressed to mature within two years or such shorter period selected to facilitate any payments expected to be made under this Indenture, after their purchase by the Trustee, and unless and until the Trustee shall have declared the principal of and interest on the Debentures to be due and payable, the Trustee shall so invest such monies at the Written Direction of the Corporation given in a reasonably timely manner. Pending the investment of any monies as hereinbefore provided, such monies may be deposited in the name of the Trustee in any chartered bank of Canada or, with the consent of the Corporation, in the deposit department of the Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any Province thereof at the rate of interest, if any, then current on similar deposits.
- (2) Unless and until the Trustee shall have declared the principal of and interest on the Debentures to be due and payable, the Trustee shall pay over to the Corporation all interest received by the Trustee in respect of any investments or deposits made pursuant to the provisions of this Section.
- (3) The Trustee may retain any cash balance held in connection with this Indenture, and may, but need not, hold the same in its deposit department or the deposit department of one of its Affiliates; but the Trustee and its Affiliate shall not be liable to account for any profit to the Corporation or any other person or entity other than at a rate, if any, established from time to time by the Trustee or its Affiliates.
- (4) For the purpose of this Section, "**Affiliate**" means affiliated companies within the meaning of the *Business Corporations Act* (Alberta) and "**Authorized Investment**" means short term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or a Province or a Canadian chartered bank (which may include an Affiliate or related party of the Trustee).

- (5) Unless herein otherwise expressly provided, any of the funds held by the Trustee may be deposited in a trust account in the name of the Trustee (which may be held with the Trustee or an Affiliate or related party of the Trustee), which account shall be non-interest bearing. Upon the written direction of the Corporation, the Trustee shall invest in its name such funds in accordance with such direction. Any direction by the Corporation to the Trustee as to the investment of the funds shall be in writing and shall be provided to the Trustee no later than 9:00 a.m. (Toronto time) on the day on which the investment is to be made. Any such direction received by the Trustee after 9:00 a.m. (Toronto time) or received on a non-Business Day, shall be deemed to have been given prior to 9:00 a.m. (Toronto time) on the next Business Day.

#### **14.10 Trustee Not Ordinarily Bound**

Except as provided in Section 7.2 and as otherwise specifically provided herein, the Trustee shall not, subject to Section 14.3, be bound to give notice to any person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Corporation of any of the obligations herein imposed upon the Corporation or of the covenants on the part of the Corporation herein contained, nor in any way to supervise or interfere with the conduct of the Corporation's business, unless the Trustee shall have been required to do so in writing by the holders of not less than 25% of the aggregate principal amount of the Debentures then outstanding or by any Extraordinary Resolution of the Debentureholders passed in accordance with the provisions contained in Article 12, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

#### **14.11 Trustee Not Required to Give Security**

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of the premises.

#### **14.12 Trustee Not Bound to Act on Corporation's Request**

Except as in this Indenture otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of the Corporation until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine.

#### **14.13 Conditions Precedent to Trustee's Obligations to Act Hereunder**

- (1) The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Debentureholders hereunder shall be conditional upon the Debentureholders furnishing when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.
- (2) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

- (3) The Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding require the Debentureholders at whose instance it is acting to deposit with the Trustee the Debentures held by them for which Debentures the Trustee shall issue receipts.

#### **14.14 Authority to Carry on Business**

The Trustee represents to the Corporation that at the date of execution and delivery by it of this Indenture it is authorized to carry on the business of a trust company in each of the provinces and territories of Canada but if, notwithstanding the provisions of this Section 14.14, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any of the provinces or territories of Canada, either become so authorized or resign in the manner and with the effect specified in Section 14.2.

#### **14.15 Compensation and Indemnity**

- (1) The Corporation shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Corporation and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this Indenture shall be finally and fully performed. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.
- (2) The Corporation hereby indemnifies and holds the Trustee and its affiliates, their successors and assigns, as well as its and their respective directors, officers, employees and agents, harmless from and against any and all claims, demands, assessments, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, costs and expenses, including, without limiting the foregoing, expert, consultant and counsel fees and disbursements on a solicitor and client basis, arising from or in connection with any actions or omissions that the Trustee or they take pursuant to this Indenture, provided that any such action or omission is taken in good faith and without gross negligence or wilful misconduct or is taken on advice and instructions given to the Trustee or them by the Corporation, or the Corporation's representatives, including the Corporation's legal counsel, or counsel consulted by the Trustee or them. The Trustee shall notify the Corporation as soon as reasonably practicable of any claim for which it may seek indemnity. This indemnity shall survive the resignation or removal of the Trustee and the termination or discharge of this Indenture.
- (3) Notwithstanding any other provision of this Indenture, the Trustee shall not be liable for any (i) breach by any other party of the Applicable Securities Legislation, (ii) lost profits or (iii) punitive, consequential or special damages of any Person.
- (4) The Corporation need not reimburse any expense or indemnify any loss or liability incurred by any of the indemnified parties through one or more indemnified parties own gross negligence, wilful misconduct or bad faith.

#### **14.16 Acceptance of Corporation**

The Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and

benefits conferred hereby and by law in trust for the various persons who shall from time to time be Debentureholders, subject to all the terms and conditions herein set forth.

#### **14.17 Third Party Interests**

Each party to this Indenture (in this paragraph referred to as a "**representing party**") hereby represents to the Trustee that any account to be opened by, or interest to be held by, the Trustee in connection with this Indenture, for or to the credit of such representing party, either: (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such representing party hereby agrees to complete, execute and deliver forthwith to the Trustee a declaration, in the Trustee's prescribed form or in such other form as may be satisfactory to it, as to the particulars of such third party.

#### **14.18 Anti-Money Laundering**

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment determines that such act might cause it to be in noncompliance with any applicable anti-money laundering or anti-terrorist or economic sanctions legislation, regulation or guideline. Further, should the Trustee, in its sole judgment determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on 10 days' prior written notice sent to the Corporation provided that (i) the Trustee's written notice shall describe the circumstances of such non-compliance; and (ii) if such circumstances are rectified to the Trustee's satisfaction within such 10-day period, then such resignation shall not be effective.

#### **14.19 Force Majeure**

Except for the payment obligations of the Corporation contained herein, neither party shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, economic sanctions, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

#### **14.20 Privacy**

The parties hereto acknowledge that the Trustee may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (a) to provide the services required under this Indenture and other services that may be requested from time to time;
- (b) to help the Trustee manage its servicing relationships with such individuals;
- (c) to meet the Trustee's legal and regulatory requirements; and

- (d) if social insurance numbers are collected by the Trustee, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

Each party acknowledges and agrees that the Trustee may receive, collect, use and disclose personal information provided to it or acquired by it in the course of providing services under this Indenture for the purposes described above and, generally, in the manner and on the terms described in its privacy code, which the Trustee shall make available on its website or upon request, including revisions thereto. The Trustee may transfer some of that personal information to service providers in the United States for data processing and/or storage. Further, each party agrees that it shall not provide or cause to be provided to the Trustee any personal information relating to an individual who is not a party to this Indenture unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

#### **14.21 Protection of Trustee**

The Trustee shall not be liable for any delay (or any related consequence) in crediting an account with an amount required under this Indenture to be paid by the Trustee if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Trustee for that purpose. The Trustee shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Trustee from a person purporting to be (and whom such Trustee, acting reasonably, believes in good faith to be) the authorized representative of the Corporation as sufficient instructions and authority of the Corporation for the Trustee to act and shall have no duty to verify or confirm that person is so authorized. The Trustee shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions.

### **ARTICLE 15 SUPPLEMENTAL INDENTURES**

#### **15.1 Supplemental Indentures**

- (1) Subject to the approval of the TSX (or such other exchange on which the Debentures are then listed), from time to time the Trustee and, when authorized by a resolution of the directors of Corporation, the Corporation, may, and they shall when required by this Indenture, execute, acknowledge and deliver by their proper officers deeds or indentures supplemental hereto which thereafter shall form part hereof, for any one or more of the following purposes:
  - (a) providing for the issuance of Additional Debentures under this Indenture;
  - (b) adding to the covenants of the Corporation herein contained for the protection of the Debentureholders, or of the Debentures of any series, or providing for events of default, in addition to those herein specified;
  - (c) making such provisions not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Debentures which do not affect the substance thereof and which in the opinion of the Trustee relying on an opinion of Counsel will not be prejudicial to the interests of the Debentureholders;

- (d) evidencing the succession, or successive successions, of others to the Corporation and the covenants of and obligations assumed by any such successor in accordance with the provisions of this Indenture;
  - (e) giving effect to any Extraordinary Resolution passed as provided in Article 12; and
  - (f) for any other purpose not inconsistent with the terms of this Indenture.
- (2) Unless the supplemental indenture requires the consent or concurrence of Debentureholders or the holders of a particular series of Debentures, as the case may be, by Extraordinary Resolution, the consent or concurrence of Debentureholders or the holders of a particular series of Debentures, as the case may be, shall not be required in connection with the execution, acknowledgement or delivery of a supplemental indenture. The Corporation and the Trustee may amend any of the provisions of this Indenture related to matters of United States law or the issuance of Debentures into the United States in order to ensure that such issuances can be made in accordance with applicable law in the United States without the consent or approval of the Debentureholders. Further, the Corporation and the Trustee may without the consent or concurrence of the Debentureholders or the holders of a particular series of Debentures, as the case may be, by supplemental indenture or otherwise, make any changes or corrections in this Indenture which it shall have been advised by Counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omissions or mistakes or manifest errors contained herein or in any indenture supplemental hereto or any Written Direction of the Corporation provided for the issue of Debentures, providing that in the opinion of the Trustee (relying upon an opinion of Counsel) the rights of the Trustee and Debentureholders are in no way prejudiced thereby.

## **ARTICLE 16**

### **EXECUTION AND FORMAL DATE**

#### **16.1 Execution**

This Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

#### **16.2 Formal Date**

For the purpose of convenience this Indenture may be referred to as bearing the formal date of January 3, 2025 irrespective of the actual date of execution hereof.

*[Remainder of Page Intentionally Left Blank]*

The parties have executed this Indenture.

**CARDINAL ENERGY LTD.**

By: (signed) "Scott Ratushny"  
Name: M. Scott Ratushny  
Title: Chief Executive Officer

**ODYSSEY TRUST COMPANY**

By: (signed) "Amy Douglas"  
Name: Amy Douglas  
Title: Senior Director, Corporate Trust

By: (signed) "Rachel Wales"  
Name: Rachel Wales  
Title: Director, Corporate Trust

**SCHEDULE A  
FORM OF DEBENTURE**

This Debenture is a Global Debenture within the meaning of the Indenture herein referred to and is registered in the name of a Depository or a nominee thereof. This Debenture may not be transferred to or exchanged for Debentures registered in the name of any person other than the Depository or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Debenture authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Debenture shall be a Global Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to Cardinal Energy Ltd. (the "Issuer") or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

CUSIP 14150GAC7 ISIN CA14150GAC74

No.     •

\$ •

**CARDINAL ENERGY LTD.**

(a corporation existing under the laws of the Province of Alberta and having its principal office in  
the City of Calgary in the Province of Alberta)

**7.75% SENIOR SUBORDINATED UNSECURED DEBENTURES**

**DUE MARCH 31, 2030**

Cardinal Energy Ltd. (the "**Corporation**" or the "**Issuer**") for value received hereby acknowledges itself indebted and, subject to the provisions of the Debenture Indenture (as amended, supplemented or modified from time to time in accordance with its terms, the "**Indenture**") dated as of January 3, 2025 between the Corporation and Odyssey Trust Company (the "**Trustee**"), promises to pay to the registered holder hereof on March 31, 2030 or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture (any such date, the "**Maturity Date**") the principal sum of • Dollars (\$•) in lawful money of Canada on presentation and surrender of this Initial Debenture at the main branch of the Trustee in Calgary, Alberta in accordance with the terms of the Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof from the date hereof, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 7.75% per annum (based on the actual number of days in the applicable calendar year), in like money, in arrears in equal (with the exception of the first interest payment which will include interest from the date of closing of the Offering) semi-annual payments in arrears (less any tax required by law to be deducted) on March 31 and September 30 in each year commencing on March 31, 2025 and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity

Date) to fall due on the Maturity Date and, should the Corporation at any time make default in the payment of any principal, premium, if any, or interest, to pay interest on the amount in default at the same rate, in like money and on the same dates. For certainty, the first interest payment will include interest accrued from and including the date of closing of the Offering to, but excluding March 31, 2025, which will be equal to \$18.47 for each \$1,000 principal amount of the Initial Debentures.

Provided that no Event of Default has occurred and is continuing and that all applicable regulatory approvals have been obtained (including any required approval of any stock exchange on which the Debentures or Common Shares are then listed), the Corporation shall have the right, from time to time (including at the time of redemption or at the time of maturity), to satisfy its obligation to pay interest on the Debentures, on the date it is payable under the Indenture by delivering Common Shares to the Trustee, for sale, to satisfy the interest obligations in accordance with the Indenture, in which event, holders of the Debentures will be entitled to receive a cash payment equal to the interest payable from the proceeds of the sale of such Common Shares or a combination of the above and cash.

This Initial Debenture is one of the 7.75% Senior Subordinated Unsecured Debentures (referred to herein as the "**Initial Debentures**") of the Corporation issued or issuable in one or more series under the provisions of the Indenture. The Initial Debentures authorized for issue immediately are limited to an aggregate principal amount of \$60,000,000 in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are or are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of the Corporation and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures are issuable only in denominations of \$1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Debentures of any denomination may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

This Initial Debenture may be redeemed at the option of the Corporation on the terms and conditions set out in the Indenture at the Redemption Price therein and herein set out provided that this Initial Debenture is not redeemable before March 31, 2028 (the "**First Call Date**"), except in the event of the satisfaction of certain conditions after a Change of Control has occurred. On and after the First Call Date, and at any time prior to March 31, 2029, the Initial Debentures are redeemable at the option of the Corporation, in whole or in part from time to time, at a Redemption Price equal to 103.875% of the principal amount of the Initial Debentures being redeemed (the "**First Redemption Amount**") plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date. On and after March 31, 2029, and at any time prior to the Maturity Date, the Initial Debentures are redeemable at the option of the Corporation, in whole or in part from time to time, at a Redemption Price equal to the principal amount of the Initial Debentures being redeemed (the "**Second Redemption Amount**") plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date. The Corporation may, on notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy its obligation to pay all or any portion of the applicable Redemption Price by the issue of that number of Common Shares obtained by dividing the applicable Redemption Price by 95% of the Current Market Price.

Upon the occurrence of a Change of Control of the Corporation, the Corporation is required to make an offer to purchase all of the Initial Debentures at a price equal to 100% of the principal amount of such Initial Debentures plus accrued and unpaid interest (if any) up to, but excluding, the date the Initial Debentures are so repurchased (the "**Change of Control Purchase Offer**"). If 90% or more of the aggregate outstanding principal amount of all Debentures on the date the Corporation provides notice of a Change of Control to the Trustee and the Change of Control Purchase Offer to holders of the Initial Debentures have

been tendered for purchase pursuant to the Change of Control Purchase Offer, the Corporation has the right to redeem all the remaining outstanding Initial Debentures on the same date and at the same price.

If an offer is made for the Initial Debentures which is a take-over bid for the Initial Debentures within the meaning of applicable Canadian securities laws and 90% or more of the principal amount of all the Initial Debentures (other than Initial Debentures held at the date of the offer by or on behalf of the Offeror, associates or affiliates of the Offeror or anyone acting jointly or in concert with the Offeror) are taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Initial Debentures of those holders who did not accept the offer on the same terms as the Offeror acquired the first 90% of the principal amount of the Initial Debentures.

Further, upon the occurrence of a Change of Control prior to the First Call Date, the Corporation may redeem the Initial Debentures, at its option and for cash only, prior to the First Call Date, at a redemption price per Initial Debenture equal to 103.875% of the principal amount thereof, plus an aggregate amount equal to the interest that (i) has accrued and is unpaid to such date of redemption and (ii) would have accrued and been payable up to, and including, the First Call Date had such Initial Debentures not been redeemed.

The Corporation may, on notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy the obligation to repay all or any portion of the principal amount of this Initial Debenture due on the Maturity Date by the issue of that number of Freely Tradeable Common Shares obtained by dividing the principal amount of this Initial Debenture (or that portion to be paid for in Common Shares pursuant to the exercise by the Corporation of the Common Share Repayment Right) by 95% of the Current Market Price.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter certified and delivered under the Indenture, is a direct senior unsecured obligation of the Corporation, and is subordinated in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment in full of all Senior Secured Indebtedness, whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of Common Shares and officers, directors and employees of the Corporation in respect of any obligation or claim arising out of the Indenture or this Initial Debenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in the City of Calgary and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

Capitalized words or expressions used in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture. In the event of any inconsistency between the terms of this Initial Debenture and the Indenture, the terms of the Indenture shall govern.

This Initial Debenture shall be governed by, and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

**IN WITNESS WHEREOF** Cardinal Energy Ltd. has caused this Initial Debenture to be signed by its authorized representatives as of January 3, 2025.

**CARDINAL ENERGY LTD.**

By: \_\_\_\_\_  
Name:  
Title:

### **TRUSTEE'S CERTIFICATE**

This Initial Debenture is one of the 7.75% Senior Subordinated Unsecured Debentures due March 31, 2030 referred to in the Indenture within mentioned.

Dated: \_\_\_\_\_, 2025

**ODYSSEY TRUST COMPANY**

By: \_\_\_\_\_

## FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_, whose address and social insurance number, if applicable, are set forth below, this Initial Debenture (or \$\_\_\_\_\_ principal amount hereof\*) of **CARDINAL ENERGY LTD.** standing in the name(s) of the undersigned in the register maintained by the Corporation with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Address of Transferee: \_\_\_\_\_  
Street Address, City, Province and Postal Code

Social Insurance Number of Transferee if Applicable: \_\_\_\_\_

\*If less than the full principal amount of the within Initial Debenture is to be transferred, indicate in the space provided the principal amount (which must be \$1,000 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of \$1,000 by reason of your having exercised your right to exchange upon the making of a Change of Control Purchase Offer, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

☐ **Check if the undersigned Transferor is a Qualified Institutional Buyer that acquired Initial Debentures under the Offering as "restricted securities". IF THIS BOX IS CHECKED, THE TRANSFEROR MUST COMPLETE AND DELIVER A U.S. CERTIFICATE OF TRANSFER SUBSTANTIALLY AS SET FORTH IN SCHEDULE D TO THE INDENTURE.**

1. The signature(s) to this assignment must correspond with the name(s) as written upon the face of this Initial Debenture in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian chartered bank or trust company or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "**SIGNATURE GUARANTEED**" or "**MEDALLION GUARANTEED**" OR "**SIGNATURE & AUTHORITY TO SIGN GUARANTEE**", all in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer with a "**MEDALLION GUARANTEED**" Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate."
2. The registered holder of this Initial Debenture is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Initial Debenture.

Signature of Guarantor:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Signature of transferring registered holder

\_\_\_\_\_  
Name of Institution

## ADJUSTMENTS

**SCHEDULE B**  
**FORM OF REDEMPTION NOTICE**

**CARDINAL ENERGY LTD.**

**7.75% SENIOR SUBORDINATED UNSECURED DEBENTURES**

**REDEMPTION NOTICE**

To: Holders of 7.75% Senior Subordinated Unsecured Debentures (the "**Debentures**") of Cardinal Energy Ltd. (the "**Corporation**")

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.3 of the debenture indenture (the "**Indenture**") dated as of January 3, 2025 between the Corporation and Odyssey Trust Company (the "**Trustee**"), that the aggregate principal amount of \$• of the \$• of Debentures outstanding will be redeemed as of • (the "**Redemption Date**"), upon payment of a redemption amount of \$• for each \$1,000 principal amount of Debentures, calculated based on the aggregate of (i) • principal amount of the Debentures to be redeemed (the "**Redemption Price**"), plus (ii) all accrued and unpaid interest hereon to but excluding the Redemption Date in the amount of \$• for each \$1,000 principal amount of Debentures, being equal to the aggregate of \$•.

The Redemption Price and all accrued and unpaid interest hereon to but excluding the Redemption Date will be payable upon presentation and surrender of the Debentures called for redemption at the following corporate trust office:

Odyssey Trust Company  
Stock Exchange Tower  
1230, 300 – 5th Avenue S.W.  
Calgary, Alberta T2P 3C4  
Attention: Corporate Trust

The interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date, unless payment of the Redemption Price shall not be made on presentation for surrender of such Debentures at the above-mentioned corporate trust office on or after the Redemption Date or prior to the setting aside of the Redemption Price pursuant to the Indenture.

**[Pursuant to Section 4.6 of the Indenture, the Corporation hereby irrevocably elects to satisfy its obligation to pay the Redemption Price payable to holders of Debentures in accordance with this notice by issuing and delivering to the holders that number of Freely Tradeable Common Shares obtained by dividing the Redemption Price by 95% of the Current Market Price of the Common Shares.]**

**No fractional Freely Tradeable Common Shares shall be delivered upon the exercise by the Corporation of the above-mentioned redemption right but, in lieu thereof, the Corporation shall pay the cash equivalent thereof determined on the basis of the Current Market Price on the Redemption Date (less any tax required to be deducted, if any).**

Upon presentation and surrender of the Debentures for payment on the Redemption Date, the Corporation shall, on the Redemption Date, make the delivery to the Trustee, at the above- mentioned corporate trust office, for delivery to and on account of the holders, of **[the Freely Tradeable Common Shares to which holders are entitled together with the cash equivalent in lieu of fractional Common Shares,] cash for [the Redemption Price and] all accrued and unpaid interest up to, but excluding, the Redemption Date[, and, if only a portion of the Debentures are to be redeemed by issuing Freely Tradeable Common Shares, cash representing the balance of the Redemption Price].**

DATED:

**CARDINAL ENERGY LTD.**

By: \_\_\_\_\_  
Name: •  
Title: •

**SCHEDULE C**

**FORM OF MATURITY NOTICE**

**CARDINAL ENERGY LTD.**

**7.75% SENIOR SUBORDINATED UNSECURED DEBENTURES**

**MATURITY NOTICE**

To: Holders of 7.75% Senior Subordinated Unsecured Debentures (the "**Debentures**") of Cardinal Energy Ltd. (the "**Corporation**")

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.10(2) of the debenture indenture (the "**Indenture**") dated as of January 3, 2025 between the Corporation and Odyssey Trust Company, as trustee (the "**Trustee**"), that the Debentures are due and payable as of March 31, 2030 (the "**Maturity Date**") and the Corporation elects to satisfy its obligation to repay to holders of Debentures the principal amount of all of the Debentures outstanding on the Maturity Date by issuing and delivering to the holders that number of Freely Tradeable Common Shares equal to the number obtained by dividing such principal amount of the Debentures by 95% of the Current Market Price on the Maturity Date.

No fractional Common Shares shall be delivered on exercise by the Corporation of the above mentioned repayment right but, in lieu thereof, the Corporation shall pay the cash equivalent thereof determined on the basis of the Current Market Price on the Maturity Date (less any tax required to be deducted, if any).

Upon presentation and surrender of the Debentures for payment on the Maturity Date, the Corporation shall, on the Maturity Date, make delivery to the Trustee, at its principal trust office in Calgary, Alberta, for delivery to and on account of the holders, of the Freely Tradeable Common Shares to which holders are entitled together with the cash equivalent in lieu of fractional Freely Tradeable Common Shares, and if only a portion of the Debentures are to be repaid by issuing Freely Tradeable Common Shares, cash representing the balance of the principal amount, premium (if any) and interest due on the Maturity Date.

DATED:

**CARDINAL ENERGY LTD.**

By: \_\_\_\_\_  
Name: •  
Title: •

## SCHEDULE D

### FORM OF U.S. CERTIFICATE OF TRANSFER

Cardinal Energy Ltd.  
Suite 600, 400 – 3rd Avenue SW  
Calgary, Alberta, T2P 4H2

Odyssey Trust Company  
Stock Exchange Tower  
1230, 300 – 5<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 3C4  
Re: Transfer of Debentures

Reference is hereby made to the Indenture, dated as of January 3, 2025 (the "**Indenture**"), between Cardinal Energy Ltd., as issuer (the "**Corporation**"), and Odyssey Trust Company, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

\_\_\_\_\_ (the "**Transferor**") owns and proposes to transfer the Initial Debentures, the Debentures or interests in such Debentures specified in Annex A hereto, in the principal amount of \$● ("**Transfer**"). In connection with the Transfer, the Transferor hereby certifies that

#### [CHECK BOX BELOW IF APPLICABLE]

- ☐ Check if Transferee is not known to the Transferor, and the Transfer is being effected pursuant to and in accordance with Rule 904 of Regulation S under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transferor is not an "affiliate" of the Corporation as that term is defined in Rule 405 under the Securities Act, (ii) the offer was not made, and the Transfer is not being made, to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (iii) neither the Transferor nor any affiliate of the Transferor nor any Person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the Transfer, (iv) the Transfer is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the Securities Act), (v) the Transferor does not intend to replace such securities with fungible unrestricted securities and (vi) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act. Terms used in this section have the meaning given to them by Regulation S under the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Corporation.

**[Insert Name of Transferor]**

By: \_\_\_\_\_

Name: •

Title: •

Dated: \_\_\_\_\_