

**CDN. \$2,400,000,000
EXTENDIBLE REVOLVING TERM CREDIT FACILITY**

AND

**CDN. \$100,000,000
OPERATING FACILITY**

AND

**U.S. \$175,000,000
TERM FACILITY**

AMENDED AND RESTATED CREDIT AGREEMENT

BETWEEN:

**STRATHCONA RESOURCES LTD.
(as Borrower)- and -**

**THE FINANCIAL INSTITUTIONS SIGNATORY HERETO
(as Lenders)**

- and -

**THE TORONTO-DOMINION BANK
(as Administration Agent for the Lenders)**

- with -

**TD SECURITIES, RBC CAPITAL MARKETS, THE BANK OF NOVA SCOTIA,
CANADIAN IMPERIAL BANK OF COMMERCE AND BMO CAPITAL MARKETS
(as Joint Bookrunners and Co-Lead Arrangers)**

- and -

**RBC CAPITAL MARKETS, THE BANK OF NOVA SCOTIA,
CANADIAN IMPERIAL BANK OF COMMERCE AND BMO CAPITAL MARKETS
(as Syndication Agents)**

- and -

**ATB FINANCIAL
(as Documentation Agent)**

Dated January 23, 2025

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THIS AMENDED AND RESTATED CREDIT AGREEMENT is dated January 23, 2025.

BETWEEN:

STRATHCONA RESOURCES LTD., as Borrower

AND:

THE TORONTO-DOMINION BANK, ROYAL BANK OF CANADA AND THE OTHER FINANCIAL INSTITUTIONS NAMED HEREIN OR IN LENDER TRANSFER AGREEMENTS, in their capacities as Lenders

AND:

THE TORONTO-DOMINION BANK, a Canadian chartered bank having its head office in the City of Toronto, Ontario, Canada, in its capacity as Administration Agent

WHEREAS the Borrower, the Agent and certain of the Lenders are parties to the Existing Credit Agreement;

AND WHEREAS the Borrower, the Agent and the Lenders have agreed to amend and restate the terms of the Existing Credit Agreement on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals and the Schedules hereto and in all notices pursuant to this Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the following meanings:

"2026 Notes" means the 6.875% unsecured notes issued by the Borrower in the principal amount of U.S. \$500,000,000 with a maturity date of August 1, 2026, issued pursuant to the note indenture dated July 20, 2021, as amended, supplemented or otherwise modified from time to time;

"Abandonment/Reclamation Order" means any abandonment, reclamation and/or non-compliance order or directive issued by an Energy Regulator which relates to any assets of any Loan Party;

"Abandonment and Reclamation Report" means a report pertaining to the abandonment and reclamation obligations of the Loan Parties in respect of upstream oil and gas wells, facilities, and pipelines, segmented and in reasonable detail as requested by the Agent or any of the Lenders, acting reasonably, which may include: (a) the total number of such wells, categorized between active (producing) and inactive (non-producing) wells, and in each case, segregated between (i) operated and non-operated wells and (ii) gross and net wells; (b) ARO related to all such wells (expressed using uninflated and undiscounted values in

nominal dollars), segregated between (i) active and inactive wells, (ii) operated and non-operated wells and (iii) gross and net wells; (c) ARO (expressed using uninflated and undiscounted values in nominal dollars) of the Loan Parties for active facilities and pipelines, inactive facilities and pipelines and sites requiring reclamation only; and (d) a list of third party operators for wells, facilities and pipelines of the Loan Parties not operated by the Loan Parties (including the gross number of such wells, facilities and pipelines operated by each such third party operator), but excluding any operators operating wells or pipelines comprising less than 5% of the total net wells or 5% of pipelines, of the Loan Parties, respectively;

"Acceleration Notice" means a written notice delivered by the Agent to the Borrower pursuant to Section 10.2(b) declaring all indebtedness and liabilities of the Borrower outstanding to the Lenders hereunder to be due and payable;

"Accommodations" means:

- (a) the advance of Loans by the Syndicated Lenders and the issuing of Letters of Credit by a Fronting Lender for the account of the Syndicated Lenders (the **"Syndicated Accommodations"**);
- (b) the advance of Loans by the Operating Lender and the issuing of Letters of Credit by the Operating Lender (the **"Operating Accommodations"**); and
- (c) the advance of U.S. Base Rate Loans and SOFR Term Loans by the Term Lender (the **"Term Accommodations"**);

"Accounts" means the accounts and records established by the Agent and the Operating Lender pursuant to Section 4.6 to record the Borrower's liability to each of the Lenders in respect of the Borrowings and other amounts outstanding by the Borrower to each of the Lenders and the Agent hereunder;

"Adjusted Daily Compounded CORRA" means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the CORRA Adjustment; provided that, if Adjusted Daily Compounded CORRA as so determined for any day shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor for such day;

"Adjusted Daily Simple SOFR" means, for any day, an interest rate per annum equal to (a) the Daily Simple SOFR for such day plus (b) the Daily Simple SOFR Adjustment provided that, if Adjusted Daily Simple SOFR as so determined above for any day shall be less than the Floor, such rate shall be deemed to be the Floor for such day;

"Adjusted Term CORRA" means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the CORRA Adjustment; provided that, if the Interest Period with respect to the applicable Term CORRA Loan is a Non-Standard Interest Period, then Adjusted Term CORRA shall be the CORRA Interpolated Rate; and provided further that, if Adjusted Term CORRA as so determined for any day shall be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor for such day;

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that, if the Interest Period with respect to the applicable SOFR Term Loan is a Non-Standard Interest Period, then the Adjusted Term SOFR shall be the SOFR Interpolated Rate; and provided further that, if the Adjusted Term SOFR as so determined for such day shall be less than the Floor, then the Adjusted Term SOFR shall be deemed to be the Floor for such day;

"Adjustment Time" means the time of occurrence of the last event necessary (being either the delivery of a Demand for Repayment or the occurrence of a Termination Event) to ensure that all Lender Outstandings are thereafter due and payable and such time shall conclusively be:

- (a) in the case where such last event is the delivery of a Demand for Repayment, the time of delivery for such Demand for Repayment or, where not delivered as required within a time period specified in Section 10.3, then the last day of such time period; and
- (b) in the case where such last event is the occurrence of a Termination Event, the time of occurrence of such Termination Event determined pursuant to the provisions of the Credit Agreement giving rise to such Termination Event;

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution;

"Affiliate" means any Person which, directly or indirectly controls, is controlled by, or is under common control with another Person, and for the purpose of this definition, "control" (including with correlative meanings, the terms "controlled by" or "under common control") means the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of Voting Shares, by contract or otherwise, provided that, for all purposes of this Agreement, each of the Loan Parties shall all be deemed to be Affiliates of each other;

"Agent" means TD and any successor entity to TD when acting in its capacity as administration agent hereunder and includes any successor agent appointed pursuant to Section 12.16;

"Agent's Account for Payments" means:

- (a) for all payments in Canadian Dollars, the following account maintained by the Agent to which payments and transfers are to be effected as follows:

[Redacted]

- (b) for all payments in U.S. Dollars, the following account maintained by the Agent to which payments and transfers are to be effected as follows:

[Redacted]

or such other places or accounts as may be agreed upon by the Agent and the Borrower from time to time and notified in writing to the Lenders;

"Agent's Branch of Account" means the office of the Agent located at the address set forth opposite the Agent's name on the signature pages to this Agreement or such other office or branch of the Agent in Canada as the Agent may from time to time advise the Borrower and the Lenders in writing;

"Agreeing Lender" has the meaning ascribed to it in Section 3.3(g);

"Agreement" means this credit agreement, all Schedules attached hereto and any future amendments, amendments and restatements, replacements or supplements hereto or thereto;

"AML Legislation" has the meaning ascribed to it in Section 14.11;

"Applicable Law" means, in relation to any Person, property, transaction or event, all applicable provisions (or mandatory applicable provisions, if so specified) of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of all Governmental Authorities and Governmental Actions in actions or proceedings in which the Person in question is a party or by which it is bound or having application to the Person, property, transaction or event;

"Applicable Lenders" means, (a) in the case of the Syndicated Facility and in respect of a Borrowing Notice, Conversion Notice or Rollover Notice given under the Syndicated Facility, all of the Syndicated Lenders, (b) in the case of the Operating Facility and in respect of a Borrowing Notice, Conversion Notice or Rollover Notice given under the Operating Facility, means only the Operating Lender and (c) in the case of the Term Facility and in respect of a Borrowing Notice, Conversion Notice or Rollover Notice given under the Term Facility, means only the Term Lender;

"Applicable Margin" means a margin, expressed as a rate per annum, payable to, in the case of the Syndicated Facility and the Term Facility, the Agent on behalf of all of the Syndicated Lenders and the Term Lender (as applicable) and in the case of the Operating Facility, the Operating Lender, in each case, as set forth in the table below for the applicable Senior Debt to EBITDA Ratio:

[Redacted]

provided that changes in the Applicable Margin shall be effective and adjusted in accordance with Section 5.11. The Applicable Margin for Letters of Credit that are not Financial Letters of Credit (as determined by the Agent or the Operating Lender, as applicable, in its discretion) will be *[Redacted]* of the Applicable Margin for Financial Letters of Credit. For the purposes of calculating the Applicable Margins for Prime Loans, U.S. Base Rate Loans and CORRA Loans, the per annum rate is expressed on the basis of a 365 day year, as applicable, and the Applicable Margin for SOFR Term Loans is calculated as a per annum rate expressed on the basis of a 360 day year. Upon the occurrence and during the continuance of any Event of Default, each of the above Applicable Margins will increase by *[Redacted]*;

"Approved Fund" means any fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender;

"ARO" means, at any time, the present and future, direct or indirect, absolute or contingent obligations of the Loan Parties to abandon, restore, reclaim or otherwise remediate the wells, facilities, pipelines, storage sites and other property on, or in respect of, which any Loan Party carries on business;

"ARO Budget" means, at any time, the decommissioning budget setting out in reasonable detail the expected amount to be spent in the current Fiscal Year with respect to the ARO of the Loan Parties;

"ATB" means ATB Financial and its successors and permitted assigns;

"Available Tenor" means, as of any date of determination and with respect to any then-current Benchmark or Canadian Benchmark, as applicable, (a) if such Benchmark or Canadian Benchmark, as applicable, is a term rate, any tenor for such Benchmark or Canadian Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark or Canadian Benchmark (or any component thereof), as applicable, that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark or Canadian Benchmark, as applicable, pursuant to this Agreement, in each case, as of such date and not including, for avoidance of doubt, any tenor for such Benchmark or Canadian Benchmark, as applicable, that is then-removed from the definition of "Interest Period" pursuant to Section 11.5(d) or Section 11.6(d);

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution;

"Bail-In Legislation" means:

- (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule; and
- (b) with respect to the United Kingdom, Part I of the *United Kingdom Banking Act 2009* (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their respective Affiliates (other than through liquidation, administration or other insolvency proceedings);

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to any then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 11.5(a);

"Benchmark Fallback Loans" means (a) in respect of any SOFR Term Loans, U.S. Base Rate Loans and (b) in respect of any Term CORRA Loans, Prime Loans;

"Benchmark Loan" means any Loan that bears interest with reference to any Benchmark (or any Benchmark Replacement thereof);

"Benchmark Replacement" means with respect to any Benchmark Transition Event, for any then-current Benchmark, with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term SOFR Reference Rate (or any Benchmark replacing the Term SOFR Reference Rate), the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:

- (a) Adjusted Daily Simple SOFR; or
- (b) the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

provided that, if the Benchmark Replacement as so determined above for any day would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for such day;

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent in consultation with the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the

Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time;

"Benchmark Replacement Date" means, with respect to any Benchmark, a date and time determined by the Agent, which date shall be no later than the earlier to occur of the following events with respect to any then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of **"Benchmark Transition Event,"** the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of **"Benchmark Transition Event,"** the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the **"Benchmark Replacement Date"** will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof);

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

- (c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "**Benchmark Transition Event**" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof);

"**Benchmark Unavailability Period**" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred in respect of such Benchmark if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 11.5 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 11.5;

"**Borrower**" means Strathcona Resources Ltd. and its successors and permitted assigns;

"**Borrowing Notice**" means a notice to effect an Accommodation delivered under Section 3.6 and substantially in the form of Schedule "B" with all applicable blanks completed;

"**Borrowings**" means, at any time:

- (a) the principal amount outstanding by way of Loans made by the Syndicated Lenders together with the undrawn amount of all outstanding Letters of Credit issued by a Fronting Lender (collectively, the "**Syndicated Borrowings**");
- (b) the principal amount outstanding by way of Loans made by the Operating Lender together with the undrawn amount of all outstanding Letters of Credit issued by the Operating Lender (collectively, the "**Operating Borrowings**"); and
- (c) the principal amount outstanding by way of U.S. Base Rate Loans and SOFR Term Loans made by the Term Lender (collectively, the "**Term Borrowings**");

"**bps**" means 1/100th of one percent;

"**Branch of Account**" means, with respect to each Lender, the branch or office of such Lender (being, in the case of the Operating Lender, the Operating Lender's Branch of Account) located at the address set forth opposite such Lender's name on the signature pages of this Agreement or in its Lender Transfer Agreement or such other branch or office in Canada as such Lender may from time to time advise the Borrower and the Agent in writing; provided that, for purposes of delivering any notice required to be delivered by the Agent to a Lender pursuant to Section 12.6 and for purposes of effecting any payments to a Lender in connection with this Agreement, a Lender may specify in writing to the Agent any other branch or office of such Lender in Canada and such branch or office shall thereafter be the Branch of Account of such Lender for such purpose;

"**Budgeted Capital Expenditures**" means, the budgeted amount of capital expenditures shown in the annual consolidated budget for the Borrower, provided such capital expenditures relate to additions to

property, plant or equipment of the Borrower and the Material Subsidiaries and do not relate to expenditures to be made with the proceeds of insurance or compensation for lost or damaged assets;

"Business Day" means a day, excluding Saturday and Sunday, on which banking institutions are open for the transaction of commercial business in Calgary, Alberta, Toronto, Ontario, Montreal, Quebec and New York, New York, provided, that, when used in connection with a SOFR Term Loan, or any other calculation or determination involving SOFR, the term "Business Day" means any day that is only a U.S. Government Securities Business Day (so long as such day would otherwise be a Business Day in accordance with this definition);

"Canadian Benchmark" means initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Benchmark Transition Event has occurred with respect to any then-current Canadian Benchmark, then "Canadian Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 11.6(a). Any reference to "Canadian Benchmark" shall include, as applicable, the published component used in the calculation thereof;

"Canadian Benchmark Loan" means any Loan that bears interest with reference to any Canadian Benchmark (or any Canadian Benchmark Replacement thereof);

"Canadian Benchmark Replacement" means,

- (a) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term CORRA Reference Rate (or any Benchmark replacing the Term CORRA Reference Rate), the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:
 - (i) Adjusted Daily Compounded CORRA; or
 - (ii) the sum of: (A) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (B) the related Benchmark Replacement Adjustment; or
- (b) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to CORRA (or any Benchmark replacing CORRA), the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Canadian Benchmark Replacement as so determined above for any day would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for such day;

"Canadian Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Canadian Benchmark with an Unadjusted Canadian Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or

negative value or zero) that has been selected by the Agent in consultation with the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement for Cdn. dollar-denominated syndicated credit facilities at such time;

"Canadian Benchmark Replacement Date" means, with respect to any Canadian Benchmark, a date and time determined by the Agent, which date shall be no later than the earlier to occur of the following events with respect to any then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of **"Canadian Benchmark Transition Event,"** the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Canadian Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of **"Canadian Benchmark Transition Event,"** the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) have been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the **"Canadian Benchmark Replacement Date"** will be deemed to have occurred in the case of clause (a) or (b) with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Canadian Benchmark (or the published component used in the calculation thereof);

"Canadian Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Canadian Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Canadian Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication,

there is no successor administrator that will continue to provide any Available Tenor of such Canadian Benchmark (or such component thereof); or

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "**Canadian Benchmark Transition Event**" will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Canadian Benchmark (or the published component used in the calculation thereof);

"**Canadian Benchmark Unavailability Period**" means, with respect to any Canadian Benchmark, the period (if any) (x) beginning at the time that a Canadian Benchmark Replacement Date has occurred in respect of such Canadian Benchmark if, at such time, no Canadian Benchmark Replacement has replaced such then-current Canadian Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 11.6 and (y) ending at the time that a Canadian Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 11.6;

"**Canadian Conforming Changes**" means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes, including changes to the definitions of "Prime Rate", "Business Day", "Interest Period", "CORRA Interest Date" or any similar or analogous definition, the timing and frequency of determining rates and making payments of interest, the timing of Borrowing Notices, Repayment Notices, Rollover Notices or Conversion Notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters that the Agent decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines, acting reasonably, that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents);

"**Canadian Dollars**", "**Cdn. Dollars**" and the symbols "**Cdn. \$**" and "**\$**" each mean lawful money of Canada;

"**Capital Lease**" means, with respect to any Person, any lease or other arrangement relating to real or personal property which should, in accordance with GAAP, be accounted for as a capital lease or a financing lease on a balance sheet of such Person;

"**Capitalized Lease Obligations**" means, at any time, the amount of any obligation which would, in accordance with GAAP, be required to be classified and accounted for as a Capital Lease on the consolidated balance sheet of the Borrower;

"**Cash Collateral Account**" means an account with the Agent, or such other financial institution as designated by the Agent, from which the Borrower does not have any withdrawal rights or privileges until repayment of the Borrowings in full, termination of the Total Commitment and termination of this Agreement, except to apply the amount represented thereby to the Borrowings or a portion thereof, which account and all funds credited thereto and interest earned thereon (which interest shall be at the prevailing

rate of the Agent or such other financial institution, as the case may be, for demand deposits of comparable amounts) shall be the subject of a Security Interest in favour of the Agent on behalf of the Lenders;

"Cash Equivalents" means, without duplication, as to any person:

- (a) Canadian Dollars or U.S. Dollars;
- (b) securities issued by or directly and fully guaranteed or insured by the federal governments of Canada or the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the federal governments of Canada or the United States is pledged in support of those securities) having maturities of not more than 365 days from the date of acquisition;
- (c) certificates of deposit, guaranteed investment certificates and eurodollar time deposits with maturities of 365 days or less from the date of acquisition or bearer deposit notes with maturities not exceeding 365 days and overnight bank deposits, in each case, with the Agent, any Lender or with any United States commercial bank or any Canadian chartered bank (or comparable financial institution, including ATB) having capital and surplus in excess of Cdn.\$500,000,000 and a senior unsecured rating of "A-" or better by S&P and "A3" or better by Moody's;
- (d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in subparagraphs (b) and (c) above entered into with any financial institution meeting the qualifications specified in subparagraph (c) above;
- (e) commercial paper rated at least P-1 by Moody's or A-1 by S&P or at least R-1 by DBRS and in each case maturing within 365 days after the date of acquisition; and
- (f) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in subparagraphs (a) through (e) of this definition;

"Cash Interest Expense" means any Interest Expense that is paid in cash;

"Cash Management Services" means cash or treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, interstate depository network services, wire payments and account netting and pooling services, credit card processing services, credit or debit cards, purchase cards) or any similar services which the Borrower and/or any Loan Party maintains with any Lender, which as of the Effective Date is the Operating Lender and Bank of Montreal;

"Change of Control" means any circumstances arising after the date hereof in which a Person or combination of Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)) acquires:

- (a) Voting Shares of the Borrower which, together with all other Voting Shares of the Borrower held by such Persons, constitute in the aggregate more than fifty percent (50%) of all outstanding Voting Shares of the Borrower; or
- (b) the right to elect a majority of the directors of the Borrower;

"Co-Gen Lease" means the facility usage and operating and maintenance agreement made as of April 1, 2016 originally between *[Redacted]* and *[Redacted]* and assigned by *[Redacted]* to the Borrower;

"Collateral" is a collective reference to all property, assets, rights and things (whether real, personal or mixed), tangible and intangible, and the proceeds and products thereof, subjected or intended to be subjected from time to time to any Security Interest under any of the Security;

"Commitment" means each Lender's Syndicated Facility Commitment, Term Facility Commitment or Operating Facility Commitment, as the case may be or, if the context so requires, the aggregate thereof;

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute;

"Commodity Hedge" means, an agreement entered into between a Person and a counterparty on a case by case basis, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in commodity prices, including for certainty agreements relating to physical transactions;

"Commodity Hedge for Inputs" means, an agreement entered into between a Person and a counterparty on a case by case basis, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in commodity input prices, including prices for condensate, butane, natural gas or power and including for certainty agreements relating to physical transactions;

"Compliance Certificate" means a compliance certificate substantially in the form attached hereto as Schedule "E" executed by a senior officer of the Borrower;

"Conforming Changes" means, with respect to either the use or administration of any Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement any technical, administrative or operational changes (including changes to the definition of "U.S. Base Rate", the definition of "Business Day", the definition of "U.S. Government Securities Business Day", the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), the timing and frequency of determining rates and making payments of interest, the timing of any Borrowing Notice, Conversion Notice, Repayment Notice or Rollover Notice, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Loan Documents);

"Consolidated Tangible Assets" means, as at any date of determination, all consolidated assets of the Borrower as shown in the most recent consolidated balance sheet of the Borrower, less goodwill, deferred assets, trademarks, copyrights and other similar intangible assets;

"Conversion" means a conversion of a Borrowing (other than a Letter of Credit) or part thereof from one basis of Borrowing to another (other than a Letter of Credit);

"Conversion Date" means each Business Day that the Borrower has notified the Agent or the Operating Lender, as applicable, as the date on which the conversion of a Borrowing or a portion thereof is to be made pursuant to a request from the Borrower under Section 3.11;

"Conversion Notice" means a notice to effect a Conversion delivered under Section 3.11 and substantially in the form of Schedule "D" with all applicable blanks completed;

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

"CORRA Adjustment" means 0.29547% (29.547 basis points) per annum for an Interest Period of one-month's duration, and 0.32138% (32.138 basis points) per annum for an Interest Period of three-months' duration;

"CORRA Interpolated Rate" means, for any Term CORRA Loan for a Non-Standard Interest Period, the rate per annum determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term CORRA for the longest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that is shorter than the Non-Standard Interest Period of such Term CORRA Loan and (b) Adjusted Term CORRA for the shortest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that exceeds the Non-Standard Interest Period of such Term CORRA Loan, at such time; provided that when determining the CORRA Interpolated Rate for a Non-Standard Interest Period which is less than one month, the CORRA Interpolated Rate shall be deemed to be Adjusted Term CORRA for an Interest Period of one month's duration;

"CORRA Interest Date" means the date falling on the last day of each Interest Period in respect of a CORRA Loan;

"CORRA Loans" means Term CORRA Loans and Daily Compounded CORRA Loans;

"Credit Agreements" mean, collectively, this Agreement and all Swaps with a Swap Lender documented under the applicable ISDA Master Agreements and all Transactions documented thereunder, and "Credit Agreement" means any of them;

"Currency Swap" means a contract entered into between a Person and a counterparty on a case by case basis in connection with forward rate, currency swap or currency exchange and other similar currency related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in exchange rates;

"Daily Compounded CORRA" means, for any day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback for the day that is five (5) Business Days) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Agent decides that any such methodology or convention is not administratively feasible for the Agent, then the Agent may establish another methodology or convention in its discretion, acting reasonably; provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA;

"Daily Compounded CORRA Loan" means a Loan that bears interest at a rate based on Adjusted Daily Compounded CORRA;

"Daily Simple SOFR" means, for any day, a rate per annum equal to SOFR for the day, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Agent decides that any such

convention is not administratively feasible for the Agent, then the Agent may establish another convention in its discretion, acting reasonably;

"Daily Simple SOFR Adjustment" means, with respect to Daily Simple SOFR, 0.10% (10 basis points) per annum;

"Declining Lender" has the meaning ascribed to it in Section 3.14;

"Debt" means, as at any particular time and as determined on a consolidated basis in respect of the Borrower in accordance with GAAP, without duplication, all obligations, indebtedness and liabilities:

- (a) for borrowed money;
- (b) arising pursuant to note purchase facilities and commercial paper programs, or the stated amount of letters of credit, letters of guarantee and surety bonds supporting obligations which would otherwise constitute Debt within the meaning of this definition or indemnities issued in connection therewith;
- (c) that are evidenced by bonds, debentures, notes or other similar instruments (whether or not with respect to the borrowing of money);
- (d) arising 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 Debt within the meaning of this definition and all other obligations incurred for the purpose of or having the effect of providing Financial Assistance to another Person in respect of such indebtedness or such other Debt obligations, including endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business);
- (e) in respect of Prepaid Obligations or Production Payments;
- (f) secured by a Permitted Encumbrance on any property of the Loan Parties, whether or not assumed by them;
- (g) for or in respect of the deferred purchase or acquisition price of property (including, without limitation, obligations under a Capital Lease, obligations secured by Purchase Money Security Interests and obligations in respect of a Sale/Leaseback) in excess of ninety (90) days but excluding, for certainty, accounts payable arising in the ordinary course of business;
- (h) all obligations of such Persons for or in respect of the purchase from another Person of any of such other Person's property, assets or undertaking, the purchase price in respect of which has been prepaid by the purchaser;
- (i) all redemption obligations of the Loan Parties with respect to any shares issued by the Borrower (excluding shares of the Borrower that may be redeemed in whole or in part in specie) or such other Loan Party which are not held by a Loan Party and which are by their terms or pursuant to any contract, agreement or arrangement:
 - (i) redeemable, retractable, payable or required to be purchased or otherwise retired or extinguished, or convertible into Debt of a Loan Party in any case, prior to the maturity date (A) at a fixed or determinable date, (B) at the option of any holder thereof, or (C) upon

the occurrence of a condition not solely within the control and discretion of the Loan Parties, or

- (ii) convertible into any other shares described in (i) above;
- (j) Capitalized Lease Obligations; and
- (k) all obligations of the Loan Parties to purchase any of the foregoing items or to advance or otherwise supply funds for payment of any of the foregoing of other entities.

For the purpose of calculating the Equivalent Amount in Cdn. Dollars of U.S. Dollar denominated Borrowings that are subject to Swap(s), the Borrower may use the exchange rate or average of exchange rates fixed under such Swap(s) for such conversion instead of the spot rate of exchange required pursuant to the definition of Equivalent Amount for so long as such Borrowings are subject to such Swap(s);

"Default" means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default;

"Defaulting Lender" means any Lender:

- (a) that has failed to fund any payment or its portion of any Accommodations required to be made by it hereunder or to purchase any participation required to be purchased by it hereunder and under the other Loan Documents within one (1) Business Day of the date when due;
- (b) that has notified the Borrower, the Agent or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this Agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party;
- (c) that has failed, within three (3) Business Days after written request by the Agent or the Borrower, to confirm in writing to the Agent and the Borrower that it will comply with the terms of this Agreement relating to its obligations to fund prospective Accommodations; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt by the Agent and the Borrower of such written confirmation;
- (d) that has otherwise failed to pay over to the Borrower, the Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute; or
- (e) in respect of which a Lender Insolvency Event or a Lender Distress Event has occurred in respect of such Lender or its Lender Parent or such Lender or its Lender Parent has become the subject of a Bail-In Action;

"Demand for Repayment" means delivery of an Acceleration Notice or a Swap Demand for Repayment;

"Distribution" by a Person means:

- (a) any declaration, payment or setting aside for payment of any dividend, return of capital or other distribution on or in respect of any of the share, partnership or trust capital of such Person (which shall exclude any payment by such Person to any holder or former holder of securities arising from the exercise of such holder or former holder of dissent, appraisal or similar rights under Section

191 of the *Business Corporations Act* (Alberta) or an equivalent provision under similar legislation in any other jurisdiction in Canada);

- (b) any redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any of the share, partnership or trust capital of such Person or any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for share, partnership or trust capital of such Person, including options, warrants, conversion or exchange privileges and similar rights;
- (c) the payment of any principal, interest, fees, redemption amounts or other amounts on or in respect of any loans, advances or other indebtedness owing at any time by such Person to a holder of shares, partnership interests or trust units of such Person or an Affiliate of such holder;
- (d) any loan, advance, payment of management or consulting fees or reimbursement of costs which is made by the Person to or in favour of a holder of shares, partnership interests or trust units of such Person or an Affiliate of such holder except where any such payment is made to any such holder in such holder's capacity as an officer, director or employee of such Person in the ordinary course of business;
- (e) the transfer by the Person of any property or assets for consideration of less than its or their fair market value or on non-arms' length terms and conditions to a holder of shares, partnership interests or trust units of such Person or an Affiliate of such holder; or
- (f) any other payment or distribution whereby any production or revenues from property or assets are paid or distributed to a holder of shares, partnership interests or trust units of such Person or an Affiliate of such holder;

whether any of the foregoing is made, paid or satisfied in or for cash, property or both;

"Drawdown" means the advance of a Borrowing other than as a result of a Conversion, Rollover or a drawing under a Letter of Credit;

"Drawdown Date" means each Business Day on which Borrowings are to be made pursuant to a request from the Borrower under Section 3.6;

"EBITDA" means, for any fiscal period and as determined in accordance with GAAP on a consolidated basis in respect of the Borrower:

- (a) all Net Income for such period; plus
- (b) Interest Expense to the extent deducted in determining such Net Income; plus
- (c) all amounts deducted in the calculation of such Net Income in respect of the provision for income taxes; plus
- (d) all amounts deducted in the calculation of such Net Income in respect of non-cash items, including depreciation and amortization; plus
- (e) losses attributable to extraordinary and non-recurring losses of the Borrower and its Subsidiaries, in each case to the extent deducted in the calculation of such Net Income;

less (on a consolidated basis, without duplication):

- (f) earnings attributable to extraordinary and non-recurring earnings and gains of the Borrower and its Subsidiaries, in each case to the extent included in the calculation of such Net Income;
- (g) to the extent included in such Net Income, gains from asset sales;
- (h) the net income of any Subsidiary of the Borrower, to the extent that the distribution by that Subsidiary of amounts of such Net Income to the Borrower is restricted by a contract, operation of law or otherwise;
- (i) all cash payments during such period relating to non-cash charges which were added back in determining EBITDA in any prior period; and
- (j) to the extent included in such Net Income, any other non-cash items increasing such Net Income for such period;

provided that for the purposes of this definition, if any Material Acquisition is made by a Loan Party (whether by amalgamation, asset or share acquisition or otherwise) at any time during the relevant period of calculation, such Material Acquisition shall be deemed to have been made on and as of the first day of such calculation period; and if any Material Disposition is made by a Loan Party (whether by asset or share disposition or otherwise) at any time during the relevant period of calculation, or the assets cease to be owned by a Loan Party, such Material Disposition shall be deemed to have been made on and as of the first day of such calculation period;

"ECP Swap Obligation" means, with respect to the Borrower and any Material Subsidiary, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act;

"EDC" means Export Development Canada and its successors or such other lending entity providing guarantee and indemnity services as Export Development Canada with the prior written consent of each of the Agent, each Fronting Lender and TD;

"EDC Indemnity" means the guarantee products and other insurance declaration and indemnity dated April 8, 2020 originally granted by the Borrower and certain of its Subsidiaries to EDC, as amended, amended and restated or supplemented as permitted hereunder;

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a Lender Parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its Lender Parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway;

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution;

"Effective Date" means the date on which the conditions precedent under Section 8.1 have been satisfied;

"Energy Regulator" means (a) with respect to Alberta, the Alberta Energy Regulator, (b) with respect to British Columbia, the BC Energy Regulator, (c) with respect to Saskatchewan, the Saskatchewan Ministry of Energy and Resources, and (d) with respect to any applicable jurisdiction, the regulatory body with responsibility for the oversight of environmental matters in the oil and gas industry in such jurisdiction; and in each case, together with any successor agency, department, ministry or commission thereto;

"Engineering Report" means a detailed report prepared by Sproule or another independent petroleum engineer or firm thereof satisfactory to the Majority Lenders, acting reasonably, which report shall, as of its date, set forth the reserves attributable to the P&NG Rights and which report shall be in form and substance satisfactory to the Majority Lenders, acting reasonably, and shall, at a minimum, set forth each Loan Party's royalty interests, proved developed producing, proved developed non-producing and proved undeveloped reserves and a projection of the rate of production and future net revenue therefrom;

"Environmental Certificate" means a certificate substantially in the form of Schedule "I" hereto;

"Environmental Laws" means all Applicable Laws and Governmental Actions regarding the environment or pursuant to which Environmental Liabilities could arise or have arisen, including, without limitation, all Applicable Laws and Governmental Actions relating to the Release or threatened Release of any contaminant or the generation, use, storage or transportation of any contaminant;

"Environmental Liabilities" means any and all liabilities for any Release, any environmental damage, any contamination or any other environmental problem caused or alleged to have been caused to any Person, property or the environment as a result of any Release or the condition of any property or asset, whether or not caused by a breach of Applicable Laws, including, without limitation, all liabilities arising from or related to: any surface, underground, air, groundwater, or surface water contamination; the abandonment or plugging of any well; restorations and reclamations; the removal of or failure to remove any foundations, structures or equipment; the cleaning up or reclamation of storage sites; any Release; violation of pollution standards; and personal injury (including sickness, disease or death) and property damage arising from the foregoing;

"Equivalent Amount" in one currency (the **"First Currency"**) of an amount in another currency (the **"Other Currency"**) means, as of the date of determination, the amount of the First Currency which would be required to purchase such amount of the Other Currency at the rate of exchange for such conversion as quoted by the Bank of Canada at approximately the close of business on the Business Day that such purchase is to be made (or, if such purchase is to be made before close of business on such Business Day, then at approximately close of business on the immediately preceding Business Day), and, in either case, if no such rate is quoted, the spot rate of exchange quoted for wholesale transactions by the Agent on the Business Day such purchase is to be made in accordance with its normal practice;

"Erroneous Payment" has the meaning attributed to that expression in Section 12.21(a);

"Erroneous Payment Deficiency Assignment" has the meaning attributed to that expression in Section 12.21(d);

"Erroneous Payment Impacted Facilities" has the meaning attributed to that expression in Section 12.21(d);

"Erroneous Payment Return Deficiency" has the meaning attributed to that expression in Section 12.21(d);

"Erroneous Payment Subrogation Rights" has the meaning attributed to that expression in Section 12.21(d);

"Escrow Funds" has the meaning ascribed thereto in Section 10.4;

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time;

"Event of Default" means any of the events or circumstances specified in Section 10.1;

"Excluded Swap Obligations" means, with respect to the Borrower or any Material Subsidiary, any ECP Swap Obligation if, and to the extent that, all or a portion of any Guarantee of the Borrower or such Material Subsidiary provided to the Agent, the Lenders and the Swap Lenders, or the grant by the Borrower or such Material Subsidiary of a security interest to secure, such ECP Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Borrower's or such Material Subsidiary's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time such Guarantee of the Borrower or any Material Subsidiary or the grant of such security interest becomes effective with respect to such ECP Swap Obligation. If an ECP Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such ECP Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal;

"Executive Order" means the United States executive order No. 13224 of September 23, 2011, entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," administered and enforced by OFAC;

"Existing Credit Agreement" means the amended and restated credit agreement dated as of March 28, 2024 between the Borrower, the financial institutions party thereto as lenders, and the Agent, as amended to the date hereof;

"Existing RBC LCs" means collectively the letters of credit issued by Royal Bank of Canada for the benefit of the Borrower as set out on Schedule "J" hereto;

"Existing Swaps" means all Swaps between a Loan Party and a person that is a Lender or Affiliate of a Lender on the Effective Date that were entered into prior to the Effective Date;

"Facilities" means, collectively, the Syndicated Facility, the Term Facility and the Operating Facility and **"Facility"** means any of them;

"FCPA" means the *United States Foreign Corrupt Practices Act of 1977*, including any subordinate legislation thereunder;

"Federal Funds Rate" means, on any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions, as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time, and published on the next succeeding day by the Federal Reserve Bank of New York as the federal funds effective rate or, if such rate is not published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it; provided that, if the

rate determined above shall ever be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement;

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States;

"Financial Assistance" means providing or agreeing to provide (either directly or indirectly) financial assistance to any Person including, without limitation, financial assistance by way of a loan, Guarantee, loan purchase, share purchase, equity contribution or any credit support arrangement of any nature whatsoever, the purpose of which is to assure payment to the holder of any liabilities of such Person;

"Financial Letter of Credit" means any Letter of Credit which a Fronting Lender or the Operating Lender, as applicable, in accordance with its usual and customary practices, determines is a "financial letter of credit" for capital adequacy purposes;

"Financing Lender" has the meaning ascribed to it in Section 3.14;

"Fiscal Quarter" means the three (3) month period commencing on the first day of each Fiscal Year and each successive three month period thereafter during such Fiscal Year;

"Fiscal Year" means the Borrower's fiscal year commencing on January 1 of each year and ending on December 31 of such year;

"Floor" means a rate of interest equal to 0.00% *per annum*;

"Fronted Letter of Credit" means a Letter of Credit issued by a Fronting Lender for the account of the Syndicated Lenders;

"Fronting Fee" has the meaning set forth in Section 5.5;

"Fronting Fee Rate" means the per annum fee to be charged by a Fronting Lender for the issuance of a Fronted Letter of Credit by such Fronting Lender and as agreed upon by such Fronting Lender and the Borrower;

"Fronting Lender" means each of TD, Royal Bank of Canada or such other Syndicated Lender as may be selected by the Agent and the Borrower, with the concurrence of such other Lender, which assumes in writing with the Borrower and the Agent the obligations of issuing Letters of Credit on behalf of the Syndicated Lenders under the Syndicated Facility, and **"Fronting Lender"** means any one of them as the context requires; provided that there shall be no more than (a) two Fronting Lenders at any time while any Existing RBC LC is outstanding hereunder as Fronted Letters of Credit and (b) one Fronting Lender at any time once each Existing RBC LC ceases to be outstanding hereunder as a Fronted Letters of Credit;

"Fronting Lender Notice" has the meaning set forth in Section 3.8(j);

"GAAP" means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, IFRS to the extent constituting part of GAAP;

"Governmental Action" means an authorization, consent, approval, waiver, order, decree, licence, exemption, permit, registration, filing, qualification or declaration of or with any Governmental Authority (other than routine reporting requirements) or the giving of notice to any Governmental Authority or any other action in respect of a Governmental Authority;

"Governmental Authority" means any federal, state, provincial, county, local or municipal government; any governmental body, agency, authority, board, bureau, department or commission (including any taxing authority); any instrumentality or office of any of the foregoing (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; or any Person directly or indirectly controlled by any of the foregoing;

"Guarantee" means any undertaking, whether direct or indirect, contingent or otherwise, to assume, guarantee, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any indebtedness or liability of any Person, or indemnifying any Person against loss in any manner, whether direct or indirect; provided that the amount of each Guarantee shall be deemed to be the amount of the indebtedness or liability guaranteed, indemnified or assured thereby, unless the Guarantee is limited to a specified amount or to realization on specified assets, in which case the amount of such Guarantee shall be deemed to be the lesser of such specified amount or the fair market value of such specified assets, as the case may be, or the amount of such indebtedness or liability;

"IFRS" means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation (the **"IASC Foundation"**), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation but only to the extent the same are adopted by CPA Canada as GAAP in Canada and then subject to such modifications thereto as are agreed by CPA Canada;

"Interest Coverage Ratio" means, as at the end of a Fiscal Quarter, the ratio of EBITDA to Cash Interest Expense (which shall include, without duplication, interest expense of the Borrower payable in respect of obligations, liabilities and indebtedness of the Borrower under the *[Redacted]* Transaction), in each case for the 12 months ending at the end of such Fiscal Quarter;

"Interest Date" means the first Business Day of each month;

"Interest Expense" means, for any fiscal period, without duplication, interest expense of the Borrower determined on a consolidated basis in accordance with GAAP, as the same would be set forth or reflected in a consolidated statement of operations of the Borrower and, in any event and without limitation, shall include:

- (a) all interest accrued or payable in respect of such period, including capitalized interest and imputed interest with respect to lease obligations included as Debt;
- (b) all fees (including standby and commitment fees and fees payable in respect of letters of credit, letters of guarantee and similar instruments) accrued or payable in respect of such period, prorated (as required) over such period;
- (c) any difference between the face amount and the discount proceeds of any commercial paper and other obligations issued at a discount, prorated (as required) over such period excluding, for certainty, any issue discount with respect to any Permitted Junior Debt;
- (d) the aggregate of all purchase discounts relating to the sale of accounts receivable in connection with any asset securitization program; and
- (e) all net amounts charged or credited to interest expense under any Interest Swap in respect of such period;

"Interest Period" means:

- (a) in respect of each SOFR Term Loan, a period of 1, 3 or 6 months or such shorter period as may be agreed to by all of the Lenders (in each case, subject to the market availability thereof), with respect to such SOFR Term Loan; and
- (b) in respect of each CORRA Loan, a period of 1 or 3 months or such shorter period as may be agreed to by all of the Lenders (in each case, subject to the market availability thereof), with respect to such CORRA Loan;

provided that (i) the Interest Period shall commence on the date of an advance of or Rollover or a Conversion to a Benchmark Loan or a Canadian Benchmark Loan, as applicable, and in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires; (ii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period with respect a Benchmark Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day; (iii) any Interest Period with respect to a Benchmark Loan or a Canadian Benchmark Loan, as applicable, that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period; (iv) no Interest Period shall extend beyond the Maturity Date; and (v) no tenor that has been removed from this definition pursuant to Sections 11.5(d) or 11.6(d) shall be available for specification in such Borrowing Notice, Conversion Notice or Rollover Notice;

"Interest Swap" means a contract entered into between a Person and a counterparty on a case by case basis, in connection with interest rate swap transactions, interest rate options, cap transactions, floor transactions, collar transactions and other similar interest rate related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in interest rates;

"ISDA Master Agreement" means:

- (a) the 1992 or 2002 International Swaps and Derivatives Association, Inc. Master Agreement (Multi Currency-Cross Border) as from time to time amended, restated or replaced by the International Swaps and Derivatives Association, Inc.; and
- (b) in respect of physically settled Commodity Hedges, such agreements as are usual and customary with respect thereto;

and, in each case, as used in this Agreement in relation to Lender Swaps, means the form of such agreement as entered into between the Borrower and the applicable Swap Lender;

"Lender Distress Event" means, in respect of a given Lender, such Lender or its Lender Parent: (a) is subject to a forced liquidation, merger, sale or other change of control supported in whole or in part by guarantees or other support (including the nationalization or assumption of ownership or operating control by the Government of the United States, Canada or any other Governmental Authority); or (b) is otherwise adjudicated as, or determined to be, insolvent or bankrupt, in each case, by any Governmental Authority having regulatory authority over such Lender or Lender Parent or their respective assets; provided that, for certainty, a Lender Distress Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Lender or its Lender Parent by any Governmental Authority so long as ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts

within Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender (except, in the case of immunity from attachment of assets, to the extent the liabilities of such Lender (including judgments against it) are otherwise paid out of, or payable from, a fund of a Governmental Authority which was created and is then maintained for such purpose and is funded in an amount at least sufficient to satisfy such liabilities);

"Lender Insolvency Event" means, in respect of a Lender, such Lender or its Lender Parent:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent, is deemed insolvent by Applicable Law or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) (i) institutes, or has instituted against it by a regulator, supervisor or any similar Governmental Authority with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, (A) a proceeding pursuant to which such Governmental Authority takes control of such Lender's or Lender Parent's assets, (B) a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or (C) a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar Governmental Authority; or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial portion of all of its assets;
- (g) has a secured party take possession of all or a substantial portion of all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within fifteen (15) days thereafter;
- (h) causes or is subject to any event with respect to it which, under the Applicable Law of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (g) above, inclusive; or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing;

"Lender Outstandings" means collectively the Borrowings and all Permitted Swap Indebtedness;

"Lender Parent" means any Person that directly or indirectly controls a Lender and, for the purposes of this definition, "control" shall have the same meaning as set forth in the definition of "Affiliate" contained herein;

"Lender Swap" means any Swap entered into by any Loan Party where the other party (other than such Loan Party), at the time the Swap was entered into, is a Lender or an Affiliate of a Lender, whether or not such Lender remains a Lender thereafter;

"Lender Transfer Agreement" means an agreement substantially in the form attached hereto as Schedule "G";

"Lender's Proportion" means, at any time prior to the Adjustment Time with respect to each Lender and each Facility, the proportion that such Lender's Commitment in respect of such Facility bears to the amount of the total Commitments of all Lenders in respect of such Facility at such time and, if such total Commitment in respect of such Facility is cancelled or terminated, **"Lender's Proportion"** shall mean the Lender's Proportion of such Lender in effect immediately prior to such cancellation or termination; provided however, that when such term is used in reference to or in relation to:

- (a) the Operating Facility, the Lender's Proportion for the Operating Lender shall be one hundred percent (100%) and for all other Lenders shall be zero percent (0%);
- (b) the Term Facility, the Lender's Proportion for the Term Lender shall be one hundred percent (100%) and for all other Lenders shall be zero percent (0%); and
- (c) the Syndicated Lenders, the Lender's Proportion for a Syndicated Lender shall be the proportion that the Syndicated Facility Commitment of such Syndicated Lender bears to the Total Syndicated Facility Commitment at such time.

After the Adjustment Time the Lender's Proportion of each Lender shall be calculated based on its Commitment as a proportion of the Total Commitment and without any distinction as to which Facility may be relevant to such Lender, and when used in Section 12.11(b) in relation to both Lenders and Swap Lenders, the "Lender Outstandings" of Swap Lenders for the purposes of such calculation shall be their Permitted Swap Indebtedness as calculated after the Adjustment Time;

"Lender's Proportion of the Total Commitment" means in respect of each Lender, the proportion that such Lender's Commitment bears to the Total Commitment;

"Lenders" means each of the financial institutions named on the signature pages hereto as Lenders, including the lenders under the Facilities and TD in its capacity as a Lender but excluding TD in its capacity as the Agent; and any other financial institution which is a Permitted Assignee that has executed a Lender Transfer Agreement pursuant to Section 13.1 which Lender Transfer Agreement has been executed by the assignee and the Agent, and **"Lender"** means any one of them;

"Letter of Credit" means a standby or documentary letter of credit or letter of guarantee in Cdn. Dollars or U.S. Dollars issued by the Operating Lender or a Fronting Lender at the request of the Borrower pursuant to this Agreement and which, for greater certainty, shall be deemed to include the Existing RBC LCs;

"Letter of Credit Fee" means a fee based on the applicable Senior Debt to EBITDA Ratio from the definition of "Applicable Margin" and expressed as a rate per three hundred and sixty-five (365) day period

with respect to Letters of Credit issued by the Operating Lender and a Fronting Lender (on behalf of the Syndicated Lenders), as applicable, hereunder and for purposes of calculating the Letter of Credit Fee, plus, in the case of documentary Letters of Credit, the administrative costs and expenses of issuing such Letters of Credit;

"Liability Management Rating" means, for any Material Jurisdiction, the environmental liability management rating (or equivalent) governing upstream oil and gas wells, facilities, and pipelines for such Material Jurisdiction, as determined in accordance with the rules and regulations of such Material Jurisdiction and its Energy Regulator for the then relevant period (and, for certainty, after adjusting the "deemed assets" (or the equivalent) to include any security deposits provided to the applicable Energy Regulator if such security deposits are so included by the applicable Energy Regulator), provided that in the case of British Columbia, for so long as the BC Energy Regulator does not provide a calculation of "deemed assets", such calculation shall be made by the Borrower in a manner consistent with past practise of the BC Energy Regulator in calculating the same;

"LMR Assets" means, for any province or similar jurisdiction in Canada, all of the upstream oil and gas wells, facilities, pipelines and other physical assets relevant to the determination of the Liability Management Rating in such jurisdiction;

"Loan Documents" means this Agreement, the Security, each application and indemnity with respect to a Letter of Credit, each agreement between the Operating Lender or Bank of Montreal, and a Loan Party with respect to Cash Management Services, all other agreements, certificates, instruments and documents delivered by or on behalf of any Loan Party in connection herewith or therewith from time to time and all future renewals, extensions, or restatements of, or amendments, modifications or supplements to, all or any part of the foregoing;

"Loan Parties" means, collectively, the Borrower and each Material Subsidiary and **"Loan Party"** means any of them;

"Loans" means Prime Loans, U.S. Base Rate Loans, SOFR Term Loans and CORRA Loans;

"Majority Lenders" means:

- (a) during the continuance of a Default or an Event of Default when there are any Borrowings, and subject to Section 10.5(a), those Lenders to whom there is owing 66⅔% or more of the aggregate Borrowings under the Facilities; and
- (b) at any other time, those Lenders whose Commitments are, in the aggregate, at least 66⅔% of the Total Commitment;

"Mark-to-Market" means, in respect of any Swap and for any day on which the Mark-to-Market is calculated, the amount, if any, that would be payable by any Loan Party to a counterparty (expressed as a positive number, a **"Positive Mark-to-Market"**) or by such counterparty to such Loan Party (expressed as a negative number, a **"Negative Mark-to-Market"**), estimated by making at mid-market the calculations required by the ISDA Master Agreement between such counterparty, on the one hand, and such Loan Party, on the other hand, as if such ISDA Master Agreement were being terminated as a result of a Termination Event (as defined in the ISDA Master Agreement) with two Affected Parties (as defined in the ISDA Master Agreement) on that day of calculation;

"Material Acquisition" means an acquisition by a Loan Party of shares or other assets which increases the consolidated net assets (excluding current assets) of the Borrower, as shown on the most current consolidated financial statements of the Borrower, by more than the Threshold Amount;

"Material Adverse Effect" means any event, circumstance, occurrence or change which could reasonably be expected to:

- (a) impair in any material manner the ability of any Loan Party to perform any material obligation under this Agreement or any other Loan Document;
- (b) have any material and adverse effect upon the validity or enforceability of any of the Security or upon the ranking of any of the Security Interests granted thereby or the material rights or remedies intended or purported to be granted to the Agent under or pursuant to the Security; or
- (c) be material and adverse to the business, operations, assets, condition (financial or otherwise) or results of operations of the Loan Parties, on a consolidated basis;

provided that fluctuations in commodity prices for Petroleum Substances shall not be regarded as an event which constitutes a Material Adverse Effect;

"Material Disposition" means a disposition by a Loan Party of shares or other assets which decreases the consolidated net assets (excluding current assets) of the Borrower, as shown on the most current consolidated financial statements of the Borrower, by more than the Threshold Amount;

"Material Jurisdiction" means any province or similar jurisdiction in Canada where (a) the Loan Parties, in aggregate, own or operate any LMR Assets and (b) the aggregate associated undiscounted and uninflated ARO in such jurisdiction (expressed in nominal dollars) of such LMR Assets, as shown in the most recent Abandonment and Reclamation Report delivered to the Agent, are in excess of the Threshold Amount. As of the Effective Date, the Material Jurisdictions are British Columbia, Alberta and Saskatchewan;

"Material Subsidiary" shall mean any Subsidiary of the Borrower that:

- (a) comprises 5% or more of Consolidated Tangible Assets;
- (b) provides a guarantee in respect of any Permitted Junior Debt; or
- (c) is designated as a Material Subsidiary by the Borrower pursuant to Section 6.10;

"Maturity Date" means with respect to (a) the Syndicated Facility, the Syndicated Facility Maturity Date; (b) the Operating Facility, the Operating Facility Maturity Date; and (c) the Term Facility, the Term Facility Maturity Date;

"Minor Title Defects" means, in respect of a Person, Title Defects or irregularities which are of a minor nature if such defects do not constitute Security Interests and do not materially detract from the value or use of such Person's title to such property for the purposes for which it is held, or impair its saleability, or cause a material disruption or reduction in the production of Petroleum Substances or cash flow (if any) associated therewith;

"Miscellaneous Interests" means, in respect of any P&NG Rights or Tangibles, all interests, property and rights at such time, whether contingent or absolute, legal or beneficial, present or future which affect or are

related to or are associated with such P&NG Rights or Tangibles, including, without limitation, the following property, rights, and assets:

- (a) all present and future contracts, agreements and documents (including Title and Operating Documents and insurance contracts) relating to any of such P&NG Rights or Tangibles or any rights in relation thereto;
- (b) all present and future surface rights which are used or useful in connection with any of such P&NG Rights or Tangibles;
- (c) all present and future permits, licenses, authorizations and deposits relating to any of such P&NG Rights or Tangibles, including in respect of facilities, wells and pipelines, or the export, removal, transportation, purchase or sale of Petroleum Substances;
- (d) all Petroleum Substances in the course of production from any of such P&NG Rights;
- (e) books, maps, records, documents, seismic, geological, engineering, data processing, well, plant and other reports, data, information, computer programs or other records which relate to or are used or useful in connection with any of such P&NG Rights or Tangibles; and
- (f) all extensions, renewals, amendments or replacements of or to any of the foregoing items described in paragraphs (a) through (e) of this definition;

"Negative Mark-to-Market" has the meaning attributed to it in the definition of Mark-to-Market;

"Net Income" means, for any fiscal period, the net income of the Borrower determined on a consolidated basis in accordance with GAAP, as set forth in the consolidated financial statements of the Borrower for such period;

"Non-Agreeing Lender" has the meaning ascribed to it in Section 3.3(g);

"Non-Standard Interest Period" means, (a) with respect to a SOFR Term Loan, an Interest Period which is for a term other than 1, 3 or 6 months and (b) with respect to a Term CORRA Loan, an Interest Period which is for a term other than 1 or 3 months;

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

"Oil and Gas Properties" means, in respect of the Loan Parties:

- (a) all of their P&NG Rights;
- (b) all of their Tangibles; and
- (c) all of their Miscellaneous Interests;

"Operating Accommodations" has the meaning ascribed to it in Section 1.1 in the definition of "Accommodations";

"Operating Borrowings" has the meaning ascribed thereto in Section 1.1 in the definition of "Borrowings";

"Operating Facility" has the meaning set forth in Section 3.1(a);

"Operating Facility Amount" means Cdn. \$100,000,000;

"Operating Facility Commitment" means, with respect to the Operating Lender, its obligation to make Loans available to, and issue Letters of Credit at the request of, the Borrower, subject to the terms of this Agreement, in an aggregate amount not at any time in excess of the Operating Facility Amount, as such amount may hereafter be cancelled, reduced, increased or terminated from time to time pursuant to the provisions of this Agreement;

"Operating Facility Maturity Date" means initially March 28, 2028 or such later date as the Operating Facility Maturity Date may be extended from time to time pursuant to Section 3.3; provided that if the 2026 Notes are outstanding on May 1, 2026 and the 2026 Notes have not been refinanced or legally defeased in accordance with the indenture governing the 2026 Notes, then the Operating Facility Maturity Date shall be May 1, 2026;

"Operating Lender" means TD in its capacity as the provider of the Operating Facility;

"Operating Lender's Accounts for Payments" means:

- (a) for all payments in Canadian Dollars, the following account maintained by the Operating Lender to which payments and transfers are to be effected as follows:

[Redacted]

- (b) for all payments in U.S. Dollars, the following account maintained by the Operating Lender to which payments and transfers are to be effected as follows:

[Redacted]

or such other places or accounts as may be agreed upon by the Operating Lender and the Borrower from time to time and notified in writing to the Lenders;

"Operating Lender's Branch of Account" means the office or branch of the Operating Lender located at the address set forth opposite the Operating Lender's name on the signature page to this Agreement or such other office or branch of the Operating Lender in Canada as the Operating Lender may advise the Borrower in writing;

"Overdraft" means, in respect of the Operating Facility, an amount owing by the Borrower to the Operating Lender from time to time as a result of clearance of cheques or drafts drawn on, or transfers of funds from, accounts that the Borrower maintains with the Operating Lender at the Operating Lender's Branch of Account in U.S. Dollars or Canadian Dollars for such purpose;

"P&NG Rights" means the entire right, title, estate and interest of the Loan Parties (whether legal or beneficial, contingent or absolute, present or future) in and to all:

- (a) rights to explore for, drill for, produce, save or market Petroleum Substances;
- (b) rights to a share, when produced, of Petroleum Substances;

- (c) rights to a share of proceeds of, or to receive payments calculated by reference to the quantity or value of, production from Petroleum Substances when produced;
- (d) rights in lands or documents of title relating thereto, including leases, subleases, licenses, permits, reservations, rights and privileges; and
- (e) rights to acquire any of the rights described in subparagraphs (a) through (d) of this definition;

and includes: interests and rights known as working interests, royalty interests, overriding royalty interests, gross overriding royalty interests, production payments, profits interests, net profits interests, revenue interests, net revenue interests, economic interests and other interests; fractional or undivided interests in any of the foregoing; freehold, leasehold or other interests; and options in respect of the foregoing;

"Payment Recipient" has the meaning attributed to that expression in Section 12.21(a);

"[Redacted] Lease" means the **[Redacted]** Gas Handling Agreement dated November 6, 2014 originally between **[Redacted]** and **[Redacted]**, as may be amended, restated, supplemented or otherwise modified from time to time;

"Permitted Dispositions" means, in respect of the Loan Parties:

- (a) the sale or disposition of its share of current production of Petroleum Substances from its Oil and Gas Properties; provided that such sales are not Prepaid Obligations, Production Payments or sales or other such dispositions made as a means of borrowing or raising monies or providing, directly or indirectly, Financial Assistance to any Person;
- (b) any sale, lease, sublease, trade or other disposition of any tools, implements, equipment or machinery which may have become worn out, unservable, unserviceable, obsolete, unsuitable or unnecessary in operations or activities relating to its Oil and Gas Properties provided that such sale, lease, sublease, trade or other disposition is in keeping with prudent industry practice;
- (c) abandonments, surrenders or terminations of P&NG Rights or interests therein which are effected in accordance with prudent industry practice and which dispositions are effected with respect to P&NG Rights which are not capable of production in economic quantities;
- (d) sale or disposition of Oil and Gas Properties (and related tangibles) resulting from any pooling, unitization or farmout entered into in the ordinary course of business and in accordance with sound industry practice when, in the reasonable judgment of the Borrower, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such Oil and Gas Properties;
- (e) any other sales or dispositions of assets, property or undertaking of any of the Loan Parties for fair market value to third parties, if the aggregate fair market value thereof does not exceed 5% of Consolidated Tangible Assets in any consecutive 12-month period; and
- (f) any sales or dispositions by a Loan Party to another Loan Party;

provided in each case that no Default or Event of Default has occurred and is continuing or would reasonably be expected to result therefrom;

"Permitted Encumbrances" means any of the following Security Interests or other encumbrances:

- (a) reservations, limitations, provisos and conditions expressed in any original grant from the Crown;
- (b) Security Interests for Taxes, assessments or governmental charges and any other statutory Security Interests which:
 - (i) are not due or delinquent; or
 - (ii) relate to claims being contested at the time in good faith by a Loan Party for amounts permitted by the proviso at the end of this definition;
- (c) undetermined or inchoate Security Interests arising in the ordinary course of business and incidental to construction or operations which relate to obligations:
 - (i) not due or delinquent and which have not at such time been filed pursuant to law and no other statutory proceedings have been taken to enforce the same; or
 - (ii) being contested at the time in good faith by a Loan Party for amounts permitted by the proviso at the end of this definition;
- (d) Security Interests incurred or created in the ordinary course of business as security in favour of any other Person which is conducting the exploration, development or operation of the property to which such Security Interests relate for any Loan Party's obligations in respect of the costs and expenses of such exploration, development or operation, which relate to obligations of any Loan Party not due or delinquent or to obligations of any Loan Party being contested at the time in good faith by such Loan Party;
- (e) royalties, net profits and other interests and obligations arising in accordance with standard industry practice and in the ordinary course of business under Title and Operating Documents in which a Loan Party has any interest;
- (f) the Security Interest of any judgment rendered, or claim filed, against a Loan Party which such Loan Party shall be contesting in good faith if during such contestation there is no risk of forfeiture of any material assets or property of such Person either because (A) a stay of enforcement of such judgement or claim (if enforceable by seizure, sale or other remedy against any property), as the case may be, is in effect or (B) the value of the assets of any Loan Party affected thereby is permitted by the proviso at the end of this definition;
- (g) easements, rights-of-way, servitudes or other similar rights in and (including, without limitation, rights-of-way and servitudes for railways, sewers, drains, pipe lines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other Persons and other minor defects, encumbrances and restrictions which either alone or in the aggregate do not materially detract from the value of such land or materially impair its use in the operation of the Oil and Gas Properties;
- (h) Security Interests given by a Loan Party to a public utility or any municipality or governmental or other public authority when required by such public utility or municipality or other governmental authority in the ordinary course of the business of such Loan Party in connection with the Oil and Gas Properties provided such security does not either alone or in the aggregate materially detract

from the value of the assets or properties affected thereby or materially impair its use in the operation of the Oil and Gas Properties;

- (i) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease by any statutory provision to terminate any lease or to require payment of royalties as a condition of the continuance thereof;
- (j) to the extent that a Security Interest is constituted or created thereby, a pooling or unitization of P&NG Rights in the ordinary course of business which is necessary or advisable to facilitate the orderly exploration, development or operation of such P&NG Rights, provided that the value to any Loan Party of its interests in the P&NG Rights which are subject to the pooling or unitization immediately after the pooling or unitization (taking into account obligations associated therewith) is not less than the value of its interest in such P&NG Rights immediately before the pooling or unitization;
- (k) Security Interests on Petroleum Substances or the proceeds of sale of Petroleum Substances arising or granted or assumed by any Loan Party in the ordinary course of its business pursuant to a processing or transmission arrangement entered into or assumed by it in the ordinary course of business, securing the payment of its obligations in respect of the fees attributable to the processing or transmission (as the case may be) of any such Petroleum Substances under any such processing or transmission arrangement, but only insofar as such Security Interests relate to its obligations which are at such time not due or delinquent;
- (l) the Security Interests of the Security and any Security Interests created in favour of the Agent pursuant to any of the Loan Documents;
- (m) inchoate liens or any rights of distress reserved in or exercisable under any real property lease or sublease to which any Loan Party is a lessee which secure the payment of rent or compliance with the terms of such lease or sublease, provided that such rent is not then overdue and such Loan Party is then in compliance in all material respects with such terms;
- (n) lessor royalties (including crown or freehold lessor royalties) granted in the ordinary course of business;
- (o) any lien, charge or encumbrance the satisfaction of which has been provided for by deposit with the Agent of cash or a surety bond or other security satisfactory to the Agent in an amount sufficient to pay the liability in respect of such lien in full;
- (p) Purchase Money Security Interests provided that such Security Interests are granted at the time of acquisition of the property subject thereto and are limited to the property so acquired;
- (q) Security Interests constituted by Capital Leases and Sale/Leasebacks;
- (r) Security Interests granted by a Loan Party to another Loan Party if the same have been subordinated to the Security Interests of the Agent;
- (s) Security Interests on cash or marketable securities of any Loan Party granted in connection with Swaps permitted by this Agreement (other than Lender Swaps for which the only security is the Security) provided:

- (i) in respect of Commodity Hedges such Security Interests only secure the obligations of any Loan Party to deliver Petroleum Substances at a future date pursuant to such hedging arrangements and the Oil and Gas Properties can reasonably be expected to produce sufficient Petroleum Substances in the ordinary course of business to fulfil such obligation; and
- (ii) the obligations secured by such Security Interests are not due or delinquent;
- (t) all such other claims and encumbrances as are specifically disclosed by notice in writing from the Borrower to the Agent to the extent that the Majority Lenders, by specific notice in writing to the Borrower, consent to such claims and encumbrances as Permitted Encumbrances;
- (u) Security Interests granted by the Borrower and Strathcona Partnership to **[Redacted]** and **[Redacted]** pursuant to the Royalty Agreements, provided that such Security Interests are subordinated to the Security in accordance with the terms of the Royalty Subordination Agreements;
- (v) deposits or pledges of Cash Equivalents pursuant to the exercise of the legal defeasance option, the covenant defeasance option or other options for satisfaction or deemed satisfaction of Permitted Junior Debt in respect of the repayment of such Permitted Junior Debt pursuant to the express terms set forth in the agreements governing such Permitted Junior Debt and, provided that, the repayment of such Permitted Junior Debt is not prohibited by this Agreement and the giving effect to such repayment would not result in a Default or Event of Default; and
- (w) any other Security Interests which are not otherwise Permitted Encumbrances provided that, such Security Interests do not attach generally to all or substantially all of the undertaking, assets and property of any Loan Party (such as a Security Interest in the nature of a floating charge on all or substantially all of the undertaking, assets and property of a person),

provided that in respect of paragraphs (f), (p), (q), (s) and (w) above, the amounts so secured are not, in the aggregate for all Loan Parties, in excess of the Threshold Amount;

"Permitted Financial Assistance" means:

- (a) any Financial Assistance, other than Financial Assistance permitted by subsections (b) and (c) of this definition, which a Loan Party has provided or agreed to provide, in the ordinary course of its business, provided that the maximum aggregate amount for all Loan Parties of the obligations (actual or contingent) under all such Financial Assistance does not at any time exceed the Threshold Amount;
- (b) any Guarantees by one Loan Party of the Permitted Indebtedness of another Loan Party; and
- (c) any Financial Assistance by a Loan Party to, or for the benefit of, another Loan Party;

"Permitted Indebtedness" means:

- (a) all Debt of a Loan Party to the Agent or a Lender under this Agreement or under or secured by any Loan Document;

- (b) all Debt arising from a Capital Lease, Purchase Money Security Interest or a Sale/Leaseback, provided such Debt does not in the aggregate exceed at any one time for all Loan Parties the Threshold Amount at the time such Debt was incurred;
- (c) all Debt of a Loan Party to another Loan Party;
- (d) all Debt secured by a Permitted Encumbrance provided that such Debt is within any applicable amount limitations provided for in the definition of Permitted Encumbrances;
- (e) all Debt of the Borrower under the TD LC Facility and the corresponding EDC Indemnity related thereto;
- (f) all Debt arising from, or incurred in connection with the Co-Gen Lease and the *[Redacted]* Lease;
- (g) Permitted Junior Debt; and
- (h) such other Debt of a Loan Party which the Majority Lenders have consented to in writing;

"Permitted Junior Debt" means Debt created, incurred or issued by the Borrower (including guarantees thereof by the other Loan Parties) and which is owing to the lenders thereof pursuant to the terms of Permitted Junior Debt Documents, which Debt has all of the following characteristics:

- (a) such Debt shall be denominated in Canadian Dollars or U.S. Dollars;
- (b) the Senior Debt to EBITDA Ratio is no more than 2.50:1.00 and the Borrower is in *pro forma* compliance with the Total Debt to EBITDA Ratio and the Interest Coverage Ratio, in each case, at the time of incurrence of such Debt after giving effect to the use of proceeds of such Debt;
- (c) such Debt has an initial term and final maturity which is not earlier than the first anniversary of the then latest Maturity Date as at the date such Debt is incurred;
- (d) such Debt does not have any scheduled principal repayments, amortizations, redemptions or purchases prior to the then latest Maturity Date;
- (e) such Debt is unsecured;
- (f) the Borrower has provided the Agent with copies of all material documents with respect to such Debt;
- (g) at the time of the creation, incurrence or issuance of such Debt, no Default or Event of Default has occurred and is continuing or will result therefrom or will exist immediately thereafter and the Borrower has delivered to the Agent an officer's certificate to such effect;
- (h) such Debt shall not, other than at maturity, provide for any mandatory redemption, purchase for cancellation or other repayment thereof (including any defeasance) in a circumstance when the Borrower is not also required to repay all obligations secured by the Security prior thereto;
- (i) the terms of such Debt shall not provide for any cross-default to other Debt (as opposed to a cross-acceleration thereto or a payment default on maturity) or any maintenance financial tests (as opposed to an incurrence test); and

- (j) the material conditions, covenants, events of default or other terms of such Debt are no more restrictive on the Borrower and its Subsidiaries, in the aggregate, than the conditions, covenants, events of default and other terms of this Agreement,

including, for certainty, any refinancing thereof which conforms to the foregoing requirements;

"Permitted Junior Debt Documents" means all indentures, note purchase agreements, notes, credit agreements, loan agreements, security agreements, debentures, pledge agreements and any other agreement or instrument evidencing, governing or entered into in connection with Permitted Junior Debt;

"Permitted Swap Indebtedness" means, subject to Section 3.15(d), Swap Indebtedness of any Loan Party to a Swap Lender under a Permitted Swap and for which the only security is the Security;

"Permitted Swaps" means any Swap permitted by the provisions of Section 9.2(j);

"Person" means any individual, firm, partnership, limited partnership, trust company, corporation or other body corporate, government, governmental body, agency, instrumentality, unincorporated body of persons or association;

"Petroleum Substances" means petroleum, natural gas, natural gas liquids, related hydrocarbons and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with any of the foregoing, including hydrogen sulphide and sulphur;

"Positive Mark-to-Market" has the meaning attributed to it in the definition of "Mark-to-Market";

"Prepaid Obligations" means "take-or-pay" or similar obligations of a Person whereby such Person is obligated to settle, at some future date, payment in respect of Petroleum Substances, whether by deliveries (accelerated or otherwise) of Petroleum Substances, payment of money or otherwise howsoever, including all such obligations for which such Person is liable without having received and retained a payment therefor or having assumed such obligations;

"Prime Loan" means the advances or any portion thereof made available by the Lenders to the Borrower pursuant to either Section 3.6, 3.8, 3.11, 3.12 or 3.16 and outstanding from time to time, which are denominated in Canadian Dollars and on which the Borrower has agreed to pay interest in accordance with Section 5.1;

"Prime Rate" means, with respect to Prime Loans on any day, the greater of:

- (a) the annual rate of interest announced from time to time by the Agent or the Operating Lender, as applicable, as being its reference rate then in effect for determining interest rates on Canadian Dollar denominated commercial loans made by the Agent or the Operating Lender, as applicable, in Canada; and
- (b) the annual rate of interest equal to Adjusted Term CORRA for an Interest Period of one month in effect on such day plus one percent (1.00%) per annum,

provided that if the rates of interest in (a) and (b) above are equal, then the "**Prime Rate**" shall be the rate specified in (a) above and if the rate determined pursuant to (a) or (b) above shall for any day would be less than the Floor, the Prime Rate will be deemed to be the Floor for such day;

"Production Payment" means:

- (a) the sale (including any forward sale) or other transfer of any Petroleum Substances, whether in place or when produced, for a period of time until, or of an amount such that, the purchaser will realize therefrom a specified amount of money (however determined, including by reference to interest rates or other factors which may not be fixed) or a specified amount of such product; and
- (b) any other interest in property of the character commonly referred to as a "production payment";

"Purchase Money Security Interest" means:

- (a) a Security Interest taken or reserved in property to secure payment of all or part of its purchase price; and
- (b) a Security Interest taken in property by a Person who gives value for the purpose of enabling a Loan Party to acquire rights in such property, to the extent that the value is applied to acquire those rights;

but does not include a Capital Lease or an operating lease;

"Purchasing Lender" has the meaning ascribed to it in Section 3.3(g);

"Rateable" and **"Rateably"** means, subject to adjustment pursuant to Section 10.8, the proportion that the Lender Outstandings of any Lender or Swap Lender (if not then a Lender) bears to the aggregate of the Lender Outstandings of all Lenders and Swap Lenders, as determined at the Adjustment Time;

"Release" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, leeching or migration of any element or compound in or into the indoor or outdoor environment (including the abandonment or disposal of any barrels, tanks, containers or receptacles containing any contaminant), or in, into or out of any vessel or facility, including the movement of any contaminant through the air, soil, subsoil, surface, water, groundwater, rock formation or otherwise;

"Relevant Governmental Body" means

- (a) in respect of any SOFR Term Loan (or any Benchmark Replacement), the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto; and
- (b) in respect of any CORRA Loan (or Canadian Benchmark Replacement thereof), the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto;

"Repayment Notice" means a notice to effect a repayment of Borrowings delivered under Section 3.9 and substantially in the form of Schedule "B" with all applicable blanks completed;

"Replacement Lender" has the meaning ascribed to it in Section 3.3(h);

"Request for Extension" means a request of the Borrower substantially in the form attached as Schedule "F";

"Resolution Authority" means, with respect to an EEA Financial Institution, an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority;

"Revolving Facility Maturity Date" means either or each of the Syndicated Facility Maturity Date and the Operating Facility Maturity Date;

"Revolving Lender" has the meaning ascribed to it in Section 3.3(a);

"ROFR" means, in relation to any of the Oil and Gas Properties, an option, right of first refusal, right to first purchase, right of first offer or similar right;

"Rollover" means:

- (a) with respect to any SOFR Term Loan, the continuation of all or a portion of such SOFR Term Loan (subject to the provision hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto, all in accordance with Section 3.12; and
- (b) with respect to any CORRA Loan, the continuation of all or a portion of such CORRA Loan (subject to the provisions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto, all in accordance with Section 3.12;

"Rollover Date" means that date that a Rollover is to be made pursuant to a Rollover Notice;

"Rollover Notice" means a notice to effect a Rollover delivered under Section 3.12 and substantially in the form of Schedule "C" with all applicable blanks completed;

"Royalty Agreements" means *[Redacted]*;

"Royalty Subordination Agreements" means, collectively, the subordination agreements delivered to the Agent by *[Redacted]* and *[Redacted]* in respect of each Royalty Agreement, as applicable;

"*[Redacted]* Transaction" means the Sale/Leaseback transaction between the Borrower and *[Redacted]* in respect of gas plants and related processing assets associated with *[Redacted]* for a principal amount of *[Redacted]* pursuant to a rental agreement dated August 9, 2024 (the "**Rental Agreement**"), and for purposes of calculating the Financial Covenants in Sections 9.3(a) and 9.3(b), such Rental Agreement shall not be amended to increase the initial Principal Amount (as defined in the Rental Agreement) or to change the original Interest Payments (as defined in the Rental Agreement), Principal Payments (as defined in the Rental Agreement) or the final maturity date thereunder (in each case, other than as a result of paid in-kind interest and principal amounts) without the consent of the Majority Lenders;

"Sale/Leaseback" means an arrangement under which title to any property or asset, or an interest therein, is transferred by a Person (the "**First-Mentioned Person**") to some other Person which leases or otherwise gives or grants the right to use such property or asset or interest therein to the First-Mentioned Person, whether or not in connection therewith the First-Mentioned Person also acquires a right or is subject to an obligation to re-acquire the property, asset or interest, and regardless of the accounting treatment of such arrangement;

"Sanctioned Person" means:

- (a) a Person that is designated under, listed on, or owned or controlled by a Person designated under or listed on, or acting on behalf of a Person designated under or listed on, any Sanctions List;
- (b) a Person that is located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organized under the laws of a country, region or territory that is the target of country-wide or territory-wide Sanctions;
- (c) a Person that is otherwise a target of Sanctions ("**target of Sanctions**" signifying a Person with whom a Person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities); or
- (d) any other Person to which one or more Lenders would not be permitted to make a loan, or provide funding, in accordance with the Sanctions, or otherwise deal with pursuant to the Sanctions;

"Sanctions" means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority, including any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the *Special Economic Measures Act (Canada)* or the *United Nations Act (Canada)*, the Executive Order, the *U.S. Bank Secrecy Act* (31 U.S.C. §§ 5311 et seq.), the *U.S. Money Laundering Control Act of 1986* (18 U.S.C. §§ 1956 et seq.), the *U.S.A Patriot Act of 2001*, the *U.S. International Emergency Economic Powers Act* (50 U.S.C. §§ 1701 et seq.), the *U.S. Trading with the Enemy Act* (50 U.S.C. App. §§ 1 et seq.), the *U.S. United Nations Participation Act*, the *U.S. Syria Accountability and Lebanese Sovereignty Act*, the *U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010* or the *Iran Sanctions Act (United States)*, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V) or any other law or executive order relating thereto or regulation administered by OFAC;

"Sanctions Authority" means any of: (a) the Canadian government; (b) the United States government; (c) the United Nations; (d) the European Union; (e) the United Kingdom; or (f) the respective governmental institutions, departments and agencies of any of the foregoing, including OFAC, the United States Department of State, and Her Majesty's Treasury of the United Kingdom; **"Sanctions Authorities"** means all of the foregoing Sanctions Authorities, collectively;

"Sanctions List" means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury of the United Kingdom, or any substantially similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

"Secured Parties" means, collectively, the Agent, the Lenders and the Swap Lenders and "Secured Party" means any one of them;

"Security" has the meaning ascribed thereto in Section 6.1, any amendments thereto and any indentures or instruments supplemental to or in implementation thereof, and any and all other documents, instruments or agreements pursuant to which the Agent or any Lender is granted or receives a Security Interest pursuant to the terms hereof or thereof;

"Security Interest" means any assignment, mortgage, charge, pledge, lien, hypothec, encumbrance securing or in effect securing an obligation or any indebtedness of any Person, conditional sale, title retention agreement or security interest whatsoever, howsoever created or arising, whether absolute or

contingent, fixed or floating, legal or equitable, perfected or not, and includes the rights of a lessor pursuant to a Capital Lease or Sale/Leaseback but not under an operating lease and the proprietary rights, if any, of a lender or buyer in respect of a Production Payment or a transaction giving rise to a Prepaid Obligation, but does not include a right of set-off or a set-off;

"Senior Debt to EBITDA Ratio" means, as at the end of a Fiscal Quarter, the ratio of (i) Total Debt minus Permitted Junior Debt, and minus the obligations, liabilities and indebtedness of the Borrower under the *[Redacted]* Transaction, in each case, as at the end of such Fiscal Quarter to (ii) EBITDA for the 12 months ending at the end of such Fiscal Quarter;

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator;

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate);

"SOFR Interpolated Rate" means, for any Non-Standard Interest Period in respect of a SOFR Term Loan, the rate per annum determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the sum of Term SOFR for the longest period for which the Term SOFR is available that is shorter than such Non-Standard Interest Period for such SOFR Term Loan plus the applicable Term SOFR Adjustment for such period that would have been applicable to such Term SOFR that is shorter than such Non-Standard Interest Period and (b) the Term SOFR for the shortest period for which the Term SOFR is available that exceeds such Non-Standard Interest Period plus the applicable Term SOFR Adjustment for such period that would have been applicable to such Term SOFR that exceeds such Non-Standard Interest Period, in each case, at such time; provided that when determining the SOFR Interpolated Rate for a Non-Standard Interest Period which is less than one month, the SOFR Interpolated Rate shall be deemed to be Adjusted Term SOFR for an Interest Period of one month;

"SOFR Term Interest Date" means the date falling on the last day of each Interest Period in respect of a SOFR Term Loan; provided that if the Borrower selects an Interest Period for a period longer than 3 months, the SOFR Term Interest Date shall be each date falling every 3 months after the beginning of such Interest Period and the date falling on the last day of such Interest Period;

"SOFR Term Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "U.S. Base Rate";

"Standby Fee Rate" means, at any time, the rate, expressed as a rate per annum based on a year of three hundred sixty-five (365) days, set out in the following table opposite the applicable Senior Debt to EBITDA Ratio:

[Redacted]

provided that changes in the Standby Fee Rate shall be effective and adjusted in accordance with Section 5.11;

"Strathcona Partnership" means Strathcona Resources Partnership, and its successors and permitted assigns;

"Subsidiary" means:

- (a) a Person of which another Person alone or in conjunction with its other Subsidiaries owns an aggregate number of the Voting Shares sufficient to enable the election of a majority of the directors (or other persons performing similar functions) regardless of the manner in which other Voting Shares are voted;
- (b) a Person of which another Person alone or in conjunction with its other Subsidiaries has, through the operation of any agreement or otherwise, the ability to elect or cause the election of a majority of the directors (or other Persons performing similar functions) or otherwise exercise control over the management and policies of such Person; and
- (c) any partnership or trust of which any Loan Party:
 - (i) is the general or managing partner or trustee; or
 - (ii) directly or indirectly owns more than fifty percent (50%) of the equity or beneficial interest thereof;

and shall include any Person in like relation to a Subsidiary;

"Subsidiary Guarantee" means a guarantee in the form included in Schedule "H" and executed by a Material Subsidiary with such changes as the Agent may approve;

"Swap" means a Commodity Hedge, Commodity Hedge for Inputs, Currency Swap or Interest Swap;

"Swap Demand for Repayment" means a demand made by a Swap Lender pursuant to an agreement evidencing a Lender Swap demanding repayment of all indebtedness relating thereto and shall include, without limitation, any notice under any agreement evidencing a Lender Swap which, when delivered, would require an early termination thereof and may require a payment by any Loan Party in settlement of obligations thereunder as a result of such early termination;

"Swap Indebtedness" means:

- (a) at any time prior to the Adjustment Time, an amount determined by the Agent by,
 - (i) calculating, for each Swap Lender, the difference, if positive, between the Positive Mark-to-Market and Negative Mark-to-Market for all of its Lender Swaps, and
 - (ii) when such term is used in reference to all Lenders or Swap Lenders, adding together the aggregate net amounts calculated in (a)(i) under this definition above for all Swap Lenders; and
- (b) after the Adjustment Time, an amount being determined by each Swap Lender by,
 - (i) calculating for each of its Lender Swaps, the Termination Amount, and determining the difference, if positive, of the aggregate net amounts payable by any Loan Party to such Swap Lender, and
 - (ii) when such term is used in reference to all Lenders or Swap Lenders, adding together the amounts calculated in (b)(i) under this definition above for all Swap Lenders;

"Swap Lender" means a Person which, at the time that it entered into any Swap with any Loan Party, was a Lender or an Affiliate of a Lender;

"Syndicated Accommodations" has the meaning ascribed to it in Section 1.1 in the definition of "Accommodations";

"Syndicated Borrowings" has the meaning ascribed thereto in Section 1.1 in the definition of "Borrowings";

"Syndicated Facility" has the meaning set forth in Section 3.1(a);

"Syndicated Facility Commitment" means, with respect to each Syndicated Lender, such Lender's obligation to make Loans under the Syndicated Facility available to, and issue Letters of Credit through a Fronting Lender for the account of, the Borrower, subject to the terms of this Agreement, in an aggregate amount not at any time in excess of the amount set forth opposite such Lender's name on Schedule "A" (or in any Lender Transfer Agreement executed hereafter) as such Lender's Syndicated Facility Commitment, as such amount may hereafter be cancelled, reduced, increased or terminated from time to time pursuant to the provisions of this Agreement;

"Syndicated Facility Maturity Date" means initially March 28, 2028 or such later date as the Syndicated Facility Maturity Date may be extended from time to time pursuant to Section 3.3, provided that if the 2026 Notes are outstanding on May 1, 2026 and the 2026 Notes have not been refinanced or legally defeased in accordance with the indenture governing the 2026 Notes, then the Syndicated Facility Maturity Date shall be May 1, 2026;

"Syndicated Lender" means a Lender in its capacity as a provider of the Syndicated Facility and in no other capacity;

"Tangibles" means, in respect of a Loan Party at any time, all right, title, estate and interest, whether absolute or contingent, legal or beneficial, present or future, vested or not, of such Loan Party at such time in and to any tangible property, apparatus, plants, equipment, machinery and fixtures, fixed or non-fixed, real or personal, used or capable of use in exploiting any Petroleum Substances including:

- (a) systems, plants and facilities used or useful in producing, gathering, compressing, processing, treating, refining, storing, transporting or shipping Petroleum Substances;
- (b) tangible property and assets used or intended for use in exploration, producing, storing, injecting or removing Petroleum Substances; and
- (c) all extensions, additions and accretions to any item described in items (a) or (b) above;

"Tax" or **"Taxes"** means all present and future taxes, rates, levies, imposts, assessments, dues, government fees, stamp taxes, deductions, charges or withholdings, and all liabilities with respect thereto, and any interest, additions to tax and penalties imposed with respect thereto, excluding, with respect to the Agent or any Lender, (a) taxes (including sales, use or goods and services tax) imposed on its income, purchases or capital and franchise taxes imposed on it by any taxation authority and (b) any U.S. federal withholding taxes imposed under FATCA;

"TD" means The Toronto-Dominion Bank, a Canadian chartered bank and its successors and permitted assigns;

"TD LC Facility" means the unsecured demand revolving letter of credit facility dated as of April 20, 2020 between TD and the Borrower (as amended, restated, supplemented or otherwise modified from time to time as permitted hereunder); provided that:

- (a) the Debt thereunder shall be unsecured in all events and circumstances;
- (b) each letter of credit issued thereunder and the obligations of the Borrower in respect thereof shall be guaranteed by EDC in favour of TD pursuant to the EDC Indemnity or a guarantee or other similar instrument issued pursuant thereto; and
- (c) no Default or Event of Default is continuing at the time of the creation and establishment of the TD LC Facility or would exist immediately thereafter;

"TD LC Facility Documents" means the documentation governing the TD LC Facility, each account performance security guarantee issued by EDC in connection therewith, the letter of credit applications issued thereunder, the EDC Indemnity and all other agreements, documents and instruments required to be delivered thereunder;

"Term CORRA" means, for any calculation with respect to a Term CORRA Loan or a Prime Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **"Periodic Term CORRA Determination Day"**) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day. If such first preceding Business Day is more than three (3) Business Days prior to such Periodic Term CORRA Determination Day, Section 11.6 will apply;

"Term CORRA Administrator" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator;

"Term CORRA Loan" means a Loan that bears interest at a rate based on Adjusted Term CORRA, other than pursuant to clause (b) of the definition of "Prime Rate";

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA;

"Term Accommodations" has the meaning ascribed to it in Section 1.1 in the definition of "Accommodations";

"Term Borrowings" has the meaning ascribed thereto in Section 1.1 in the definition of "Borrowings";

"Term Facility" has the meaning set forth in Section 3.1(a);

"Term Facility Amount" means U.S. \$175,000,000;

"Term Facility Commitment" means, with respect to the Term Lender, its obligation to make Term Accommodations available to the Borrower, subject to the terms of this Agreement, in an aggregate amount

not at any time in excess of the Term Facility Amount, as such amount may hereafter be cancelled, reduced, increased or terminated from time to time pursuant to the provisions of this Agreement;

"Term Facility Drawdown Date" has the meaning ascribed to it in Section 3.1(a)(iii);

"Term Facility Maturity Date" means initially March 28, 2028 or such later date as the Term Facility Maturity Date may be extended from time to time pursuant to Section 3.4; provided that if the 2026 Notes are outstanding on May 1, 2026 and the 2026 Notes have not been refinanced or legally defeased in accordance with the indenture governing the 2026 Notes, then the Term Facility Maturity Date shall be May 1, 2026;

"Term Lender" means Export Development Canada in its capacity as the provider of the Term Facility;

"Term SOFR" means, for any calculation with respect to a SOFR Term Loan or a U.S. Base Rate Loan, the Term SOFR Reference Rate (rounded upward to the nearest fifth decimal place, if necessary) for a tenor comparable to the applicable Interest Period on the day (such day, the **"Term SOFR Determination Day"**) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided that: (a) if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day and (b) if such first preceding U.S. Government Securities Business Day is more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day, Section 11.5 will apply;

"Term SOFR Adjustment" means, with respect to Term SOFR, *[Redacted]* per annum for Interest Periods of 1, 3 and 6 months' duration;

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its discretion, acting reasonably);

"Term SOFR Determination Day" has the meaning assigned to it under the definition of Term SOFR;

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR;

"Termination Amount" means, in respect of a Lender Swap on any day, the amount (whether positive or negative) determined by the Swap Lender thereunder in accordance with its customary practices and acting reasonably as of the close of business as though such day were an "Early Termination Date" and the Swap was a "Terminated Transaction" in accordance with the payment measures provided for in the ISDA Master Agreement between any Loan Party and such Swap Lender, with any such termination amount being expressed in Canadian Dollars and all defined terms used in this definition and not otherwise defined in this Agreement having the meaning ascribed thereto in such ISDA Master Agreement;

"Termination Event" means:

- (a) an automatic acceleration of the repayment of indebtedness outstanding hereunder without any notice being required thereunder from the Agent or any Lender; or
- (b) an automatic early termination of obligations relating to a Lender Swap, without any notice being required from the Swap Lender;

"Threshold Amount" means 1.5% of the Consolidated Tangible Assets at the applicable time, expressed in Canadian Dollars or the Equivalent Amount in any other currency;

"Title and Operating Documents" means, in respect of any P&NG Rights or Tangibles at any time, all of the documents (including leases, reservations, permits, licenses of all sorts, exploration agreements, operating agreements, unit agreements, production sharing agreements, pooling agreements, assignments, trust declarations or other agreements to recognize a Loan Party's interest, participation agreements, farmin or farmout agreements, royalty agreements, purchase agreements and transfers; gas, oil, condensate and other production sale contracts; gathering, common stream, transportation and processing agreements; and agreements for the construction, ownership and/or operation of Tangibles):

- (a) by virtue of which P&NG Rights or Tangibles were acquired or constructed or held at such time;
- (b) to which the construction, ownership, operation, exploitation, development, production, transportation or marketing of P&NG Rights or Tangibles are subject; or
- (c) which grant rights which are or may be used by such Loan Party in connection with such P&NG Rights or Tangibles;

and including the rights (except for P&NG Rights) granted under or created by such documents;

"Title Defect" means:

- (a) the exercise of a ROFR with respect to any of the Oil and Gas Properties; or
- (b) a determination made by a Governmental Authority that a Loan Party's right or title to any Oil and Gas Property is void, forfeited, lost or subject to a ROFR, or was never acquired by it, or comprises an interest less than, or is subject to greater burdens, encumbrances or adverse claims of whatsoever nature or kind (other than Permitted Encumbrances) than, that evaluated in the most recent Engineering Report;

"Total Commitment" means the aggregate of the Term Facility Commitment, the Operating Facility Commitment and the Total Syndicated Facility Commitment;

"Total Debt" means all Debt of the Borrower excluding Capitalized Lease Obligations and Letters of Credit (or equivalent under the TD LC Facility) constituting Debt; provided that, if the Liability Management Rating of any Loan Party which owns or operates any LMR Assets in any Material Jurisdiction is less than (i) 2.00 in such Material Jurisdiction (other than British Columbia), or (ii) 1.0 in British Columbia, at the end of any Fiscal Quarter of the Borrower, an aggregate amount equal to the Undiscounted Inactive ARO of each such Loan Party in such Material Jurisdiction shall be included in the calculation of Total Debt at such date;

"Total Debt to EBITDA Ratio" means, as at the end of a Fiscal Quarter, the ratio of (i) Total Debt as at the end of such Fiscal Quarter, and minus the obligations, liabilities and indebtedness of the Borrower under the *[Redacted]* Transaction, to (ii) EBITDA for the 12 months ending at the end of such Fiscal Quarter;

"Total Syndicated Facility Commitment" means, at any time, the amount equal to the aggregate of the Syndicated Facility Commitment of each Syndicated Lender at such time;

"Transaction" has the meaning ascribed thereto in the applicable ISDA Master Agreement between any Loan Party and a Swap Lender;

"UK Bribery Act" means the United Kingdom Bribery Act 2010, including any subordinate legislation thereunder;

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms;

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution;

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment;

"Unadjusted Canadian Benchmark Replacement" means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment;

"Undiscounted Inactive ARO" means the aggregate uninflated and undiscounted abandonment and reclamation obligations of the Loan Parties for all LMR Assets in the applicable Material Jurisdiction(s) which are inactive, suspended or abandoned;

"U.S. Base Rate" means, for any day, a rate per annum equal to the greater of:

- (a) the annual rate of interest announced from time to time by the Agent or the Operating Lender, as applicable, as being its reference rate then in effect for determining interest rates on U.S. Dollar denominated commercial loans made by the Agent or the Operating Lender, as applicable in Canada in effect on such day;
- (b) the Federal Funds Rate in effect on such day plus *[Redacted]* and
- (c) Adjusted Term SOFR for a one-month tenor in effect for such day plus *[Redacted]*;

provided that if the rates of interest in (a), (b) and (c) above are equal, then "U.S. Base Rate" shall be the rate specified in (a) above and to the extent such highest rate as calculated above shall, at any time, be less than the Floor, such rate shall be deemed to be Floor for all purposes herein;

"U.S. Base Rate Loan" means the advances or any portion thereof made available by the Lenders to the Borrower pursuant to either Section 3.6, 3.11 or 3.12 and outstanding from time to time, which are denominated in U.S. Dollars and on which the Borrower has agreed to pay interest in accordance with Section 5.2;

"U.S. Dollars" and the symbol **"U.S. \$"** each mean lawful money of the United States of America;

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities;

"Voting Shares" means:

- (a) share capital of any class of any corporation or securities of any other Person which carry voting rights to elect the board of directors or other body exercising similar functions under any circumstances, but shares or other securities which carry the right to so vote conditionally upon the happening of an event shall not be considered Voting Shares until the occurrence of such event; and
- (b) an interest in a general partnership, limited partnership, trust, joint venture or similar Person which entitles the holder of such interest to receive a share of the profits, or on dissolution or partition, of the assets, of such Person;

"Write-Down and Conversion Powers" means:

- (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule; and
- (b) with respect to the United Kingdom, any powers of the applicable UK Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Headings and Table of Contents

The headings, the table of contents and the Article and Section titles are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 References

Unless something in the subject matter or context is inconsistent therewith, all references to Sections, Articles and Schedules are to Sections and Articles of and Schedules to this Agreement. The words "hereto", "herein", "hereof", "hereunder" and similar expressions mean and refer to this Agreement.

1.4 Rules of Interpretation

In this Agreement, unless otherwise specifically provided,

- (a) the singular includes the plural and vice versa, "month" means calendar month, "quarter" means calendar quarter, and "in writing" or "written" includes printing, typewriting or any electronic

means of communication capable of being visibly reproduced at the point of reception, including e-mail;

- (b) references to any agreement, contract, document or other instrument means a reference to any such agreement, contract, document or other instrument as the same has been or may be amended, modified, supplemented or restated from time to time; provided that, if consent to any such amendment, modification, supplement or restatement is required under any Loan Document, such consent must have been obtained; and
- (c) references to any statute, act or other legislative enactment shall be to such statute, act or other legislative enactment as amended from time to time or replaced by a statute, act or other legislative enactment dealing with substantially the same subject matter as the statute, act or other legislative enactment so replaced.

1.5 Generally Accepted Accounting Principles

All financial statements required to be furnished by the Borrower to the Agent hereunder shall be prepared in accordance with GAAP. Each accounting term used in this Agreement, unless otherwise defined herein, has the meaning assigned to it under GAAP and, except as otherwise provided herein, reference to any balance sheet item, statement of income item or statement of cash flows item means such item as computed from the applicable financial statement prepared in accordance with GAAP.

1.6 Accounting Terms: Changes to Generally Accepted Accounting Principles

Each accounting term used in this Agreement, unless otherwise defined herein, has the meaning assigned to it under GAAP applied consistently throughout the relevant period and relevant prior periods.

If there occurs a material change in generally accepted accounting principles and such change would require disclosure under GAAP in the financial statements of the Borrower and would cause an amount required to be determined hereunder (the "**Relevant Amount**") to be materially different than the amount that would be determined without giving effect to such change, the Borrower shall notify the Agent of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's Financial Statements in accordance with GAAP and state whether the Borrower desires to revise the method of calculating the Relevant Amount (including the revision of any of the defined terms used in the determination of such Relevant Amount) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Relevant Amount will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Relevant Amount. The Accounting Change Notice shall be delivered to the Agent within forty-five (45) days after the end of the Fiscal Quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth Fiscal Quarter or in respect of an entire Fiscal Year, within ninety (90) days after the end of such period. Promptly after receipt from the Borrower of an Accounting Change Notice, the Agent shall deliver to each Lender a copy of such notice.

If, pursuant to the Accounting Change Notice, the Borrower does not indicate that it desires to revise the method of calculating the Relevant Amount, the Lenders may within thirty (30) days after their receipt of the Accounting Change Notice notify the Agent that they wish to revise the method of calculating the Relevant Amount in the manner described above. If the Majority Lenders so notify the Agent, the Agent shall promptly notify the Borrower.

If either the Borrower or the Majority Lenders so indicate that they wish to revise the method of calculating the Relevant Amount, the Borrower, the Agent and the Majority Lenders shall in good faith attempt to agree on a revised method of calculating the Relevant Amount. If, however, within thirty (30) days after the foregoing notice by the Borrower or the Agent of the desire to revise the method of calculating the Relevant Amount, the Borrower, the Agent and the Majority Lenders have not reached agreement in writing on such revised method of calculation, such method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change. For greater certainty, if no notice of a desire to revise the method of calculating the Relevant Amount in respect of an Accounting Change is given by either the Borrower or the Majority Lenders within the applicable time period described above, the method of calculating the Relevant Amount shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Relevant Amount shall be determined after giving effect to such Accounting Change.

For the purposes of this Agreement, including all financial calculations to be made hereunder, any lease which would be accounted for as an operating lease under IFRS as in effect on December 31, 2018 shall be, notwithstanding any subsequent change in IFRS, deemed to be accounted for as an operating lease and not as a capital lease or a financial lease (regardless of whether such lease is entered into or assumed before or after December 31, 2018).

1.7 Time

Unless otherwise provided herein, all references to a time in this Agreement shall mean local time in the city of Calgary, Alberta.

1.8 Payment for Value

All payments required to be made hereunder shall be made for value on the required day in same day immediately available funds.

1.9 Monetary References

Whenever an amount of money is referred to herein, such amount shall, unless otherwise expressly stated, be in Canadian Dollars.

1.10 Amendment and Restatement

This Agreement is an amendment and restatement of the Existing Credit Agreement and not a novation of the Existing Credit Agreement. The "Syndicated Borrowings" under the Existing Credit Agreement that remain outstanding upon the effectiveness of this Agreement shall constitute Syndicated Borrowings under the Syndicated Facility and the "Operating Borrowings" under the Existing Credit Agreement that remain outstanding upon the effectiveness of this Agreement shall constitute Operating Borrowings under the Operating Facility (collectively, the "**Continued Obligations**") governed by the terms hereof. Such Continued Obligations shall be continuing in all respects and this Agreement shall not be deemed to evidence or result in a novation of the Continued Obligations or a repayment and reborrowing of such Continued Obligations. The Syndicated Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent to give effect to the foregoing. The Existing Credit Agreement has been amended and restated solely for the purposes of reflecting amendments to the Existing Credit Agreement which the Lenders, the Agent and the Borrower have agreed upon.

1.11 Adjustment to Outstanding Principal

In order to give effect to the amendments to the Commitment of each Lender provided for herein, the Borrowings shall be adjusted (by the Agent in accordance with its normal practices) as follows:

- (a) as of the Effective Date, all Borrowings shall be adjusted to ensure Borrowings are outstanding in accordance with the amended Lender's Proportion of each Lender and that, from and after the Effective Date, all Drawdowns shall be made on the basis of the amended Lender's Proportion of each Lender; provided that until the occurrence of any maturity date in respect of any SOFR Term Loans outstanding on the Effective Date under the Syndicated Facility (each, an "**Existing SOFR Loan**"), no such adjustment in the Syndicated Accommodations shall be made to any Lender's Proportion of the applicable Existing SOFR Loan;
- (b) for certainty, if and to the extent any Existing SOFR Loan is subject to a Rollover or Conversion on or after the Effective Date, all Lenders under the Syndicated Facility shall fund their respective amended Lender's Proportion of such Rollover or Conversion;
- (c) while any Existing SOFR Loan is outstanding, no Lender shall participate in any other Syndicated Accommodation to the extent that such participation would result in such Lender exceeding its Syndicated Facility Commitment;
- (d) for so long as the Lenders' respective shares of outstanding Borrowings do not match their respective Lender's Proportion as a result of the foregoing provisions, the applicable provisions of this Agreement relating to determination and payment of amounts owing to the Lenders based on its Lender's Proportion shall be adjusted accordingly; and
- (e) the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required from time to time by the Agent or any of the Lenders (including the assignment of interests in, or the purchase of participations in, existing Borrowings) to give effect to the changes of each Lender's Commitment and to ensure that the aggregate Borrowings owing to each Lender is outstanding in proportion to each such Lender's Proportion of all such Borrowings after giving effect to such changes.

1.12 Liability Management Rating Changes

If:

- (a) as a result of any change in any applicable law, rule, policy, regulation, order or directive (or in the interpretation of any thereof):
 - (i) any applicable Energy Regulator ceases to use a Liability Management Rating as a means of determining whether a Person is in compliance with such Energy Regulator's abandonment and reclamation rules, policies, regulations, orders or directives in any Material Jurisdiction;
 - (ii) a material change occurs in the methodology used in calculating the Liability Management Rating in any Material Jurisdiction (including any changes in the factors used to calculate such rating which would have a material effect upon the calculation of such rating);
 - (iii) a material change is made to the minimum Liability Management Rating thresholds in any Material Jurisdiction which are used to determine whether any licenses for wells, facilities,

pipelines and other physical assets relevant to the determination of the Liability Management Rating can be transferred or whether any security deposits will be required to be provided to the applicable Energy Regulator (the "**Minimum Statutory LMR**"); or

- (iv) for the purposes of adjusting Section 10.1(v) only, either (A) there is a material increase or decrease in the assumed netback values (or equivalent) used by the applicable Energy Regulator in any Material Jurisdiction in determining "deemed assets" (or the equivalent) for the purposes of calculating the Liability Management Rating or (B) there is a material increase or decrease in the assumed reclamation and abandonment costs (or the equivalent) used by the applicable Energy Regulator in any Material Jurisdiction in determining "deemed liabilities" (or the equivalent) for the purposes of calculating the Liability Management Rating in such Material Jurisdiction; or
- (b) except for the purposes of adjusting Section 10.1(v), any "force majeure" event or similar circumstance occurs which materially reduces the cash flow derived from oil and gas production of the Loan Parties for an extended period of time, and as a consequence thereof, the "deemed assets" component of the Liability Management Rating for such Person in any Material Jurisdiction is materially reduced;

then, in any such case, at the written request of the Agent on behalf of the Majority Lenders to the Borrower, or of the Borrower to the Agent and the Lenders, the Borrower and the Agent shall enter into good faith discussions with a view to determining a comparable rating system, calculation or threshold, as applicable, to amend or replace the concept or usage of Liability Management Rating as set forth herein (or, in the case of clause (b) above, to adjust for such force majeure event or circumstance for so long as it is continuing), with the objective of having the respective positions of the Lenders and the Borrower after such change(s) conform as nearly as possible to their respective positions immediately prior to such change(s) (subject to ensuring that the threshold in Section 10.1(v) at least equals the Minimum Statutory LMR and, to the extent practicable, exceeds the Minimum Statutory LMR by an equitable amount); provided that, until any such agreement is reached, the Liability Management Rating and all related calculations and thresholds hereunder shall continue to be calculated by the Borrower as if no such change had occurred, provided such calculation is reasonably capable of being made, notwithstanding such changes.

Upon the Borrower and the Agent agreeing on such a comparable rating system, calculation or threshold, as applicable, the Borrower and the Lenders shall enter into documentation to amend the provisions hereof to give effect to such agreement and to make all other adjustments incidental thereto. The Parties agree that such amendment shall require the consent of the Majority Lenders, such consent not to be unreasonably withheld, notwithstanding anything to the contrary set out herein.

1.13 Interest Rates; Benchmark Notification.

The interest rate on a Loan denominated in Cdn. Dollars or U.S. Dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event or Canadian Benchmark Transition Event, Section 11.5 and Section 11.6, as applicable, provides a mechanism for determining an alternative rate of interest. The Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including, without limitation, the Prime Rate, the U.S. Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Term CORRA Reference Rate, Adjusted Daily

Compounded CORRA, but excluding the interest rates described in paragraph (a) of the definition of Prime Rate and paragraph (a) of the definition of U.S. Base Rate) or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof (including any Benchmark Replacement or Canadian Benchmark Replacement), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, or have the same value or economic equivalence of as the existing interest rate (or any component thereof) being replaced or have the same volume or liquidity as did any existing interest rate (or any component thereof) prior to its discontinuance or unavailability. The Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement or Canadian Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

The Borrower represents and warrants to each of the Lenders and the Agent (all of which representations and warranties the Borrower hereby acknowledges are being relied upon by the Lenders and the Agent in entering into this Agreement) that:

- (a) **Existence:** each Loan Party is a duly incorporated and organized corporation or a duly created partnership or trust, as applicable, is validly existing under its jurisdiction of formation or creation, as applicable, and is duly registered and qualified as an extra-provincial corporation, partnership or trust, as applicable, under the laws of each jurisdiction in which the nature of any business transacted by it or the character of any properties and assets owned or leased by it requires such registration and qualification, except where the failure to be so registered or qualified would not reasonably be expected to have a Material Adverse Effect;
- (b) **Power:** each Loan Party has full corporate, partnership or trust, as applicable, capacity, power and authority to own its properties and assets, including without limitation its Oil and Gas Properties, to conduct business as now conducted and as proposed to be conducted, to execute and deliver each Loan Document to which it is a party and to perform its obligations thereunder;
- (c) **Authorization:** the execution, delivery and performance by each Loan Party of each of the Loan Documents to which it is a party have been duly authorized by all necessary corporate, partnership, trust or other action;
- (d) **Execution:** each Loan Document to which any Loan Party is a party has been duly executed and delivered by it;
- (e) **Binding Obligations:** each Loan Document to which any Loan Party is a party is a legal, valid and binding obligation of each Loan Party that is a party thereto is a legal, valid and binding

obligation of each party thereto, in each case enforceable against such Loan Party or other party thereto, as applicable, in accordance with its terms except as enforceability may be limited by general principles of equity and by Applicable Laws regarding bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect;

- (f) **No Legal Bar or Resultant Lien re: Loan Documents:** the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party:
 - (i) does not and will not violate its articles, by-laws, partnership agreement, trust indenture (each as applicable) or other governing documents;
 - (ii) does not and will not result in a breach of or constitute a default or require any consent under, or result in the creation of any Security Interest, other than a Permitted Encumbrance, upon any of its property or assets pursuant to any material indenture or other material agreement or material instrument to which it is a party or by which it or its property or assets may be bound or affected;
 - (iii) does not require any Governmental Action, licence, consent or approval of or notice to or filing with any Governmental Authority other than such as are necessary with respect to the registration and perfection of the Security and the Security Interests constituted thereby; and
 - (iv) does not and will not contravene any presently existing provision of Applicable Law or any Governmental Action applicable to it or any of its property and assets;
- (g) **Title to Assets:** each Loan Party has good and valid title to all of its properties and assets constituting Oil and Gas Properties, free and clear of all Security Interests, claims and encumbrances other than Minor Title Defects which, in the aggregate, would not reasonably be expected to have a Material Adverse Effect and Permitted Encumbrances which are applicable to it and, to the best of its knowledge, information and belief, no Person is asserting or has given notice of its intention to assert any Security Interest other than Permitted Encumbrances relating to any such properties or assets;
- (h) **Litigation:** there are no actions, suits or proceedings pending or, to the best of the knowledge, information and belief of any Loan Party, threatened against any Loan Party at law or in equity by or before any court, tribunal, governmental department, commission, board, bureau, agent or instrumentality, domestic or foreign, or before any arbitrator of any kind of which there is a reasonable likelihood of an adverse determination and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect and no Loan Party is in default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, tribunal, governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign or any arbitrator of any kind which, in the aggregate, would reasonably be expected to have a Material Adverse Effect;
- (i) **Engineering Information:** all engineering data, production and cash flow projections, economic models and other information and data provided to the Agent by or on behalf of the Loan Parties in respect of any Loan Party's properties, assets and undertakings (including, without limitation, the most recent Engineering Report) are true and correct in all material respects except to the extent any such data, projections, models or information has been superseded or replaced by additional data, projections, models or information provided to the Agent hereunder; provided that with

respect to any information which is provided by a third party, such representations and warranties shall be limited to the knowledge of the Borrower;

- (j) **Financial Condition:** all financial statements of the Loan Parties provided to the Agent by or on behalf of any Loan Party fairly reflect, as of the dates thereof, the financial condition of the Loan Parties in all material respects and the results of their operations for the periods covered thereby, have been prepared in accordance with GAAP (except that any unconsolidated financial statements of any Subsidiary may be prepared without notes) and, from the date of the latest of such financial statements submitted to the Agent, no event or circumstance has occurred which would reasonably be expected to have a Material Adverse Effect which has not been disclosed in writing to the Agent;
- (k) **Taxes:** all necessary income tax and other returns required to be filed prior to the date hereof have been filed by or on behalf of each Loan Party to the relevant taxation or other authorities and no Loan Party is in default of payment of any taxes of any material amount, except for taxes the payment of which are being contested by it in good faith and for which provision in accordance with GAAP has been made for adequate reserves, and no reassessment, appeal or material claim is, to the best of the knowledge, information and belief of any Loan Party, being asserted or processed with respect to taxes which is not disclosed in the financial statements referred to in Section 2.1(j), in respect of periods to which such financial statements relate;
- (l) **Insurance:** each Loan Party has in full force and effect such policies of insurance in such amounts issued by insurers of recognized standing insuring its properties, assets and undertakings and providing such coverage as would be maintained by Persons engaged in the same or similar business in the localities where its properties and assets are located or, if such insurance is not available on commercially reasonable terms, such other insurance to the satisfaction of the Lenders, acting reasonably;
- (m) **Indebtedness and Security Interests:** no Loan Party has any indebtedness other than Permitted Indebtedness or Security Interests on its property, other than Permitted Encumbrances;
- (n) **Compliance with Laws and Contracts:** each Loan Party is:
 - (i) in compliance with all Applicable Laws; and
 - (ii) not in breach or default of, nor has any event or circumstance occurred, which, but for the passage of time or the giving of notice, or both, would constitute a breach or default under, any contract, agreement, licence, permit or employee benefit plan to which any Loan Party is a party or by which it or any of its properties, assets or undertakings are bound;

except for any non-compliance, breach or default, as applicable, which would not reasonably be expected to have a Material Adverse Effect;

- (o) **Environmental Laws:** each Loan Party:
 - (i) has obtained, made or given all Governmental Actions which are required under all applicable Environmental Laws except to the extent that failure to obtain, make or give the same would not reasonably be expected to have a Material Adverse Effect;
 - (ii) is in compliance with all Environmental Laws and all terms and conditions of all such Governmental Actions, except to the extent failure to comply would not reasonably be expected to have a Material Adverse Effect;

- (iii) has not received any notice of non-compliance with any Environmental Laws from any Governmental Authority or other Person or that any Release has occurred of, from, around, under or in respect of any of the Oil and Gas Properties which would reasonably be expected to have a Material Adverse Effect; and
- (iv) is in compliance in all material respects with (A) all Abandonment/Reclamation Orders that it has received from any applicable Energy Regulator, and (B) any demand to post security deposits issued by an Energy Regulator which relates to any assets of a Loan Party;
- (p) **Subsidiaries:** as of the Effective Date, the Borrower's Subsidiaries are Strathcona Partnership and 1545681 Alberta Inc., both of which are Material Subsidiaries. The Borrower is the managing general partner of Strathcona Partnership and 1545681 Alberta Inc. is the only other general partner thereof;
- (q) **Events of Default:** no Default or Event of Default has occurred and is continuing;
- (r) **Debt Documents:** no Loan Party is in default under, and no event of default has occurred pursuant to any Permitted Junior Debt Documents;
- (s) **Accuracy of Information:** all information (including financial information and projections), materials and documents delivered by or on behalf of the Borrower or any other Loan Party to the Agent in contemplation of the transactions contemplated by this Agreement or as required by the terms of this Agreement were:
 - (i) in the case of all such information, materials and documents (but excluding therefrom any projections), true, complete and accurate in all material respects as at their respective dates; provided that with respect to any information which is provided by a third party, such representations and warranties shall be limited to the knowledge of the Borrower; and
 - (ii) in the case of any such projections, prepared in good faith based upon assumptions believed to be reasonable at the time made;
- (t) **Anti-Terrorism Laws; Anti-Money Laundering Laws:**
 - (i) no part of the proceeds of any Drawdown nor drawings under any Letter of Credit will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person in any manner that would result in any violation by the Borrower, any of its Subsidiaries, any Lender or the Agent of (A) any Sanctions or (B) any applicable regulations, rules or executive orders administered by any Sanctions Authority;
 - (ii) neither the Borrower nor any of its Subsidiaries is a Sanctioned Person;
 - (iii) neither the Borrower nor any of its Subsidiaries knowingly engages in any dealings or transactions with, or is otherwise knowingly associated with a Sanctioned Person that would result in any violation of (A) any Sanctions or (B) any applicable regulations, rules or executive orders administered by any Sanctions Authority;
 - (iv) the Borrower and its Subsidiaries are in compliance in all material respects with all laws relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada); the *Bank Secrecy Act*, 31 U.S.C. sections 5301 et seq.; the *Uniting and Strengthening America by*

Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (a/k/a the U.S.A Patriot Act); *Laundering of Monetary Instruments*, 18 U.S.C. section 1956; *Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity*, 18 U.S.C. section 1957; the *Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations*, 31 C.F.R. Chapter X (Parts 1000 et. seq.); and any similar laws or regulations currently in force or hereafter enacted;

- (v) to the Borrower's knowledge, neither the Borrower nor any of its Subsidiaries, is the subject of any investigation, inquiry or enforcement proceedings by any Governmental Authority regarding any offense or alleged offense under any anti-corruption, anti-terrorism laws or AML Legislation in which there is a reasonable possibility of a material and adverse decision which would reasonably be expected to have a Material Adverse Effect or affect the legality, validity or enforceability of the Loan Documents, and, to the Borrower's knowledge, no such investigation, inquiry or proceeding is pending or has been threatened;
- (vi) the Borrower and each of its Subsidiaries has conducted its business in compliance in all material respects with all applicable anti-corruption laws, including without limitation the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the UK Bribery Act and the FCPA; and
- (vii) no part of the proceeds of any Drawdown nor drawings under any Letter of Credit has been used or will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in a governmental capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA, the UK Bribery Act, or any similar law or regulation to which the Borrower, its Subsidiaries, any Lender or the Agent is subject, in each case to the extent that such law applies to the Borrower and its Subsidiaries or any Lender or the Agent;
- (u) **Compliance with Regulations T, U, and X:** no Loan Party or Subsidiary is engaged principally in or has as one of its important activities the business of extending credit for the purpose of purchasing or carrying any "margin security" or "margin stock" as defined in Regulations T, U, and X (12 C.F.R. Parts 221 and 224) of the Federal Reserve System (herein called "**Margin Stock**"). No Loan Party has taken or will take any action which might cause this Agreement to violate Regulation T, U, or X, or any other regulation of the Federal Reserve System with respect to Margin Stock, in each case as now in effect or as the same may hereafter be in effect. Neither the making of the Accommodations nor the use of proceeds thereof will violate the provisions of Regulation T, U, or X of the Federal Reserve System; and
- (v) **Investment Company:** Neither Borrower nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.
- (w) **Sanctions.** Each of the Borrower and its Subsidiaries is in compliance with Sanctions that are applicable to the Borrower and its Subsidiaries.

2.2 Deemed Representations and Warranties

Each request by the Borrower for Accommodations on any Drawdown Date after the Effective Date shall be deemed to be a representation and warranty by the Borrower to the Agent and each

Lender that the representations and warranties contained in Section 2.1 (other than those made as of a specific date) are, as of the date of such request, and will be, as of the applicable Drawdown Date, true and correct in all material respects and each request by the Borrower for a Conversion or Rollover shall be deemed to be a representation and warranty by the Borrower to the Agent and each Lender that as of the date of such request and as of the applicable Conversion Date or Rollover Date, there exists no Default or Event of Default.

ARTICLE 3 THE CREDIT FACILITIES

3.1 Establishment of the Facilities

- (a) **Availment Options:** From and after the Effective Date and relying on each of the representations and warranties set out in Article 2 and subject to the terms and conditions of this Agreement:
- (i) each Syndicated Lender agrees to make Syndicated Accommodations available to the Borrower up to the amount of its Syndicated Facility Commitment by way of an extendible revolving term credit facility for the purposes set forth in Section 3.5, commencing on the Effective Date and ending on each such Syndicated Lender's Maturity Date (collectively, the "**Syndicated Facility**");
 - (ii) the Operating Lender agrees to make Operating Accommodations available to the Borrower up to the amount of the Operating Facility Commitment by way of an extendible revolving operating term credit facility for the purposes set forth in Section 3.5, commencing on the Effective Date and ending on the Operating Facility Maturity Date (the "**Operating Facility**"); and
 - (iii) the Term Lender agrees to make Term Accommodations available to the Borrower up to the amount of the Term Facility Commitment by way of an extendible term credit facility for the purposes set forth in Section 3.5, commencing on the Effective Date and ending on the Term Facility Maturity Date (the "**Term Facility**"). Relying on each of the representations and warranties set out in Article 2 and subject to the terms and conditions of this Agreement, the Term Lender agrees to make available a single Drawdown up to the amount of the Term Facility Commitment within 10 days following the Effective Date (the date on which such single Drawdown is made, the "**Term Facility Drawdown Date**") and any unfunded portion of the Term Facility Commitment shall thereafter be cancelled.
- (b) **Maximum Amount:** At no time shall:
- (i) the Equivalent Amount in Canadian Dollars of the Syndicated Borrowings exceed the Total Syndicated Facility Commitment;
 - (ii) the Equivalent Amount in Canadian Dollars of the Operating Borrowings exceed the Operating Facility Commitment; and
 - (iii) the Term Borrowings exceed the Term Facility Commitment.

3.2 Nature of Facilities

- (a) The Syndicated Borrowings of each Syndicated Lender may, within the limits herein provided, increase and decrease and the Borrower may borrow, repay and reborrow Cdn. Dollars and/or U.S.

Dollars and obtain Syndicated Accommodations until the Syndicated Facility Maturity Date of such Syndicated Lender.

- (b) The Operating Borrowings may, within the limits herein provided, increase and decrease and the Borrower may borrow, repay and reborrow Cdn. Dollars and/or U.S. Dollars and obtain Operating Accommodations until the Operating Facility Maturity Date of the Operating Lender.
- (c) The Term Facility is a non-revolving facility. Any repayment of any Term Borrowings shall result in a permanent reduction of the Term Facility and the Term Facility Commitment to the extent of such repayment and the Borrower shall not be entitled to request any further Term Accommodations in respect of and to the extent of any such repayment.

3.3 Extension of Revolving Facility Maturity Date

- (a) **Request for an Extension:** The Borrower may, from time to time and provided there is no Default which is continuing, request an extension of the Revolving Facility Maturity Date of each Lender that is not then a Non-Agreeing Lender (a "**Revolving Lender**") by sending to the Agent and, if applicable, the Operating Lender, a Request for Extension in duplicate not more than once per calendar year and the Agent shall forthwith notify such Revolving Lenders of such request and each such Revolving Lender shall acknowledge receipt of such notification. Each such Revolving Lender shall advise the Agent as to whether it agrees with such request within thirty (30) days of being notified of the Borrower's Request for Extension; provided that in the event such Revolving Lender does not so advise the Agent within such thirty (30) day period, such Revolving Lender shall be deemed to have advised the Agent that it is not prepared to make an offer to the Borrower to extend its Revolving Facility Maturity Date. Within two (2) Business Days of the Agent receiving from each such Revolving Lender its decision with respect to making an offer to the Borrower to extend its Revolving Facility Maturity Date, the Agent shall, subject to Section 3.3(b), provide the Borrower with an offer to extend the applicable Revolving Facility Maturity Date in accordance with Section 3.3(c) or 3.3(d), as the case may be, and the Borrower, subject to Section 3.3(f) shall within 20 days of receipt of such offer from the Agent (or such other period of time as may be agreed to by the Borrower and the Majority Lenders), notify the Agent as to its acceptance or rejection of the conditions or amendments, if any, stipulated by the Lenders therein.
- (b) **Non-Extension:** If Revolving Lenders holding more than 33 1/3% of the aggregate Commitments of all such Revolving Lenders do not agree or are deemed not to agree to make an offer to the Borrower to extend the Revolving Facility Maturity Date pursuant to the Request for Extension, the Agent shall not provide the Borrower with an offer to extend the Revolving Facility Maturity Date of any of the Revolving Lenders in accordance with Section 3.3(a). In any such case the Revolving Facility Maturity Date of all Revolving Lenders shall not be extended.
- (c) **Extension for All Lenders:** If all Revolving Lenders agree to make an offer to the Borrower to extend the Revolving Facility Maturity Date pursuant to a Request for Extension and the Borrower accepts such offer, then the Revolving Facility Maturity Date for each such Revolving Lender shall be extended as offered by the Revolving Lenders provided that following the granting of such extension, the term to maturity of the Revolving Facility Maturity Date shall not exceed 4 years.
- (d) **Partial Extension:** If, with respect to a Request for Extension, the provisions of Section 3.3(b) or 3.3(c) are not applicable and there are Non-Agreeing Lenders under Section 3.3(g) (a "**Partial Extension**") then the Revolving Facility Maturity Date for those Revolving Lenders agreeing to extend the Revolving Facility Maturity Date, shall be extended for the period requested by the

Borrower and for those Non-Agreeing Lenders, the Revolving Facility Maturity Date of all such Lenders shall not be extended.

- (e) **Independent Decision:** The Borrower understands that consideration of any Request for Extension constitutes an independent credit decision which each Revolving Lender retains the absolute and unfettered discretion to make, and that no commitment in this regard is given by any such Lender and that any extension of the Revolving Facility Maturity Date may be on such terms and conditions in addition to those set out herein as the Revolving Lenders may stipulate and the Borrower may agree to.
- (f) **Default or Event of Default:** Notwithstanding the foregoing, the Borrower shall not be entitled to accept any offer made by the Agent on behalf of the Agreeing Lenders to extend the Revolving Facility Maturity Date if a Default or Event of Default has occurred and is continuing unless such Default or Event of Default is waived by all of the Agreeing Lenders; provided any such waiver shall be effective only for the purposes of this Section 3.3 and shall not be applicable to any such Lenders which are not Agreeing Lenders.
- (g) **Request Refused:** Subject to Section 3.3(b), if a Revolving Lender does not agree to make an offer to extend its Revolving Facility Maturity Date (each such Lender being a "**Non-Agreeing Lender**" and any Revolving Lender agreeing to make an offer to extend its Revolving Facility Maturity Date being an "**Agreeing Lender**"), each of the Agreeing Lenders shall have the right (but not the obligation) to purchase the Commitment of the Non-Agreeing Lender for a purchase price in an amount equal to the aggregate principal amount owing to such Non-Agreeing Lender, together with accrued and unpaid interest and fees thereof to the date of payment of such amount. Each of the Agreeing Lenders wishing to exercise its rights to purchase the Commitment of a Non-Agreeing Lender (a "**Purchasing Lender**") shall forthwith so notify the Borrower, the Agent, the Non-Agreeing Lender and each of the other Lenders, if any, and not less than three (3) Business Days prior to the then current Revolving Facility Maturity Date the Non-Agreeing Lender shall be obligated to sell its Commitment and such Purchasing Lenders shall thereupon be obligated to purchase that portion of the Commitment of such Non-Agreeing Lender that is the ratio that such Purchasing Lender's Syndicated Facility Commitment bears to the aggregate of the Syndicated Facility Commitments of all Purchasing Lenders or as otherwise agreed to by the Borrower and the Purchasing Lenders, provided that only one Lender may purchase the Operating Facility Commitment if the Operating Lender is a Non-Agreeing Lender and any such decision shall be made by the Borrower. Notwithstanding the foregoing and unless otherwise agreed at that time, the Non-Agreeing Lender shall not be obligated to sell to any Purchasing Lender unless:
 - (i) provision satisfactory to the Non-Agreeing Lender (acting reasonably) has been made for payment of any costs, losses, premiums or expenses incurred by the Non-Agreeing Lender by reason of any liquidation or re-deployment of deposits or other funds in respect of SOFR Term Loans and CORRA Loans outstanding;
 - (ii) provision satisfactory to the Non-Agreeing Lender (acting reasonably) has been made for cash collateralization of any Letters of Credit issued by it; and
 - (iii) if the Non-Agreeing Lender is the Operating Lender, such purchase shall be subject to the replacement or collateralization satisfactory to the Operating Lender, acting reasonably, of all outstanding Letters of Credit issued by the Operating Lender under the Operating Facility, not less than three (3) Business Days prior to the applicable Revolving Facility Maturity Date.

The Non-Agreeing Lenders, the Purchasing Lenders, the Agent, the Borrower and each of the other Lenders, if any, shall forthwith duly execute and deliver any necessary documentation to give effect to any purchase under this Section 3.3(g). Notwithstanding any such purchase, the Non-Agreeing Lender (or its Affiliate as a Swap Lender, if applicable) shall be entitled to continue to share in the Security in accordance with Section 3.15 for any Lender Swap then outstanding with it.

- (h) **Replacement or Repayment:** If a Non-Agreeing Lender's Commitment is not purchased pursuant to Section 3.3(g), the Borrower may:
- (i) arrange for a replacement lender (a "**Replacement Lender**") (which may be one of the Agreeing Lenders) to purchase the Non-Agreeing Lender's Commitment on the same basis and subject to the same requirements and indemnities as specified in Section 3.3(g). Any such Replacement Lender which is not an Agreeing Lender shall require the approval of the Agent and the Fronting Lenders, such approvals not to be unreasonably withheld, and no later than three (3) Business Days prior to the Revolving Facility Maturity Date such Replacement Lender shall have purchased the Non-Agreeing Lender's Commitment by execution of all necessary documentation including, without limitation, execution and delivery of a Lender Transfer Agreement; or
 - (ii) as long as there exists no Event of Default, repay all Borrowings and other amounts owing under the Loan Documents to, and terminate the Commitment of, the Non-Agreeing Lender on or prior to such Non-Agreeing Lender's Revolving Facility Maturity Date and, upon such payment, each such Non-Agreeing Lender shall cease to be a Syndicated Lender hereunder and, if applicable, the Operating Lender, and such Non-Agreeing Lender's Syndicated Facility Commitment and, if applicable, its Operating Facility Commitment, shall be terminated and the Total Commitment reduced accordingly.
- (i) **Adjustment of Fees:** If, on the Revolving Facility Maturity Date of any Lender, any Borrowings are outstanding to such Lender by way of Letters of Credit, then such Lender shall be entitled to receive Letter of Credit Fees in respect of such outstanding Letters of Credit calculated based upon Letter of Credit Fees for the period from the Revolving Facility Maturity Date to the expiry date of the Letter of Credit at the rate set out in the last sentence of the definition of Applicable Margin. After the Revolving Facility Maturity Date, the Agent shall calculate the adjusted fees payable by the Borrower to such Lender in respect of such Borrowings and such fees shall be payable not later than ten (10) days after receipt by the Borrower of written notice from the Agent as to such amounts. The notice of the Agent setting forth the additional amounts payable shall be conclusive evidence thereof, absent manifest error.

3.4 Extension of Term Facility Maturity Date

- (a) **Request for an Extension:** The Borrower may, from time to time and provided there is no Default which is continuing, request an extension of the Term Facility Maturity Date of the Term Lender by sending to the Agent a Request for Extension in duplicate not more than once per calendar year concurrently with the Request for Extension to the Revolving Lenders pursuant to Section 3.3(a) and the Agent shall forthwith notify the Term Lender of such request and the Term Lender shall acknowledge receipt of such notification. The Term Lender shall advise the Agent as to whether it agrees with such request within thirty (30) days of being notified of the Borrower's Request for Extension; provided that in the event the Term Lender does not so advise the Agent within such thirty (30) day period, the Term Lender shall be deemed to have advised the Agent that it is not prepared to make an offer to the Borrower to extend its Term Facility Maturity Date. Within two (2) Business Days of the Agent receiving from the Term Lender its decision with respect to making

an offer to the Borrower to extend its Term Facility Maturity Date, the Agent shall, subject to Section 3.4(b), provide the Borrower with an offer to extend the Term Facility Maturity Date, and the Borrower, subject to Section 3.4(e) shall within 20 days of receipt of such offer from the Agent (or such other period of time as may be agreed to by the Borrower and the Term Lender), notify the Agent as to its acceptance or rejection of the conditions or amendments, if any, stipulated by the Term Lender therein.

- (b) **Non-Extension:** If the Term Lender does not agree or is deemed not to agree to make an offer to the Borrower to extend the Term Facility Maturity Date pursuant to the Request for Extension, the Agent shall not provide the Borrower with an offer to extend the Term Facility Maturity Date of the Term Lender in accordance with Section 3.4(a).
- (c) **Extension for Term Lender:** If the Term Lender agrees to make an offer to the Borrower to extend the Term Facility Maturity Date pursuant to a Request for Extension and the Borrower accepts such offer, then the Term Facility Maturity Date for the Term Lender shall be extended as offered by the Term Lender provided that following the granting of such extension, the term to maturity of the Term Facility Maturity Date shall not exceed 4 years.
- (d) **Independent Decision:** The Borrower understands that consideration of any Request for Extension constitutes an independent credit decision which the Term Lender retains the absolute and unfettered discretion to make, and that no commitment in this regard is given by the Term Lender and that any extension of the Term Facility Maturity Date may be on such terms and conditions in addition to those set out herein as the Term Lender may stipulate and the Borrower may agree to.
- (e) **Default or Event of Default:** Notwithstanding the foregoing, the Borrower shall not be entitled to accept any offer made by the Agent on behalf of the Term Lender to extend the Term Facility Maturity Date if a Default or Event of Default has occurred and is continuing unless such Default or Event of Default is waived by the Term Lender; provided any such waiver shall be effective only for the purposes of this Section 3.4 and shall not be applicable to any other Lenders.
- (f) **Request Refused:** If the Term Lender does not agree to make an offer to extend its Term Facility Maturity Date, one or more of the Agreeing Lenders shall have the right (but not the obligation) to purchase all or a portion of the Commitment of the Term Lender for a purchase price in an amount equal to the aggregate principal amount owing to the Term Lender (or the applicable portion thereof), together with accrued and unpaid interest and fees thereof to the date of payment of such amount. Such Agreeing Lender or Agreeing Lenders shall forthwith so notify the Borrower, the Agent, the Term Lender and each of the other Lenders, if any, and not less than three (3) Business Days prior to the then current Term Facility Maturity Date the Term Lender shall be obligated to sell its Commitment (or the applicable portion thereof) and such Agreeing Lender or Agreeing Lenders shall thereupon be obligated to purchase the Term Facility Commitment (or the applicable portion thereof). Notwithstanding the foregoing and unless otherwise agreed at that time, the Term Lender shall not be obligated to sell to any Agreeing Lender unless provision satisfactory to the Term Lender (acting reasonably) has been made for payment of any costs, losses, premiums or expenses incurred by the Term Lender by reason of any liquidation or re-deployment of deposits or other funds in respect of SOFR Term Loans outstanding. The Term Lender, the applicable Agreeing Lender or Agreeing Lenders, the Agent, the Borrower and each of the other Lenders, if any, shall forthwith duly execute and deliver any necessary documentation to give effect to any purchase under this Section 3.4(f).

- (g) **Replacement or Repayment:** If the Term Lender's Commitment is not purchased pursuant to Section 3.4(f), the Borrower may:
- (i) arrange for a Replacement Lender (which may be one of the Agreeing Lenders) to purchase the Term Lender's Commitment on the same basis and subject to the same requirements and indemnities as specified in Section 3.4(f). Any such Replacement Lender which is not an Agreeing Lender shall require the approval of the Agent, such approval not to be unreasonably withheld, and no later than three (3) Business Days prior to the Term Facility Maturity Date such Replacement Lender shall have purchased the Term Lender's Commitment by execution of all necessary documentation including, without limitation, execution and delivery of a Lender Transfer Agreement; or
 - (ii) as long as there exists no Event of Default, repay all Borrowings and other amounts owing under the Loan Documents to, and terminate the Commitment of, the Term Lender on or prior to the Term Facility Maturity Date and, upon such payment, the Term Lender shall cease to be the Term Lender, the Term Facility Commitment shall be terminated and the Total Commitment shall be reduced accordingly.

3.5 Purpose

Borrowings under the Syndicated Facility and the Operating Facility shall be used by the Borrower for general corporate purposes of the Loan Parties including, without limitation, capital and operating expenditures, acquisitions, exploration and development of Petroleum Substances in Canada and working capital requirements. Borrowings under the Term Facility shall be used to repay Borrowings under the Syndicated Facility (but not cancel any Commitments thereunder). Borrowings under the Syndicated Facility and the Operating Facility may also be used by the Borrower to make the payments pursuant to dissenting shareholder proceedings (a) with certain former shareholders of Osum Oil Sands Corp. following its amalgamation with WEF Osum Acquisition Corp., provided the aggregate Drawdowns to fund any such payments after the Effective Date do not exceed *[Redacted]*, and each Drawdown to fund any payment in excess of such amount shall be subject to the liquidity and leverage requirements set out in Section 9.2(i)(v) on a pro forma basis after giving effect to such payment and (b) any other future dissenting shareholders of any acquisition target of a Loan Party provided the aggregate Drawdowns to fund such payments do not exceed *[Redacted]*, and each Drawdown to fund any payment in excess of such amount shall be subject to the liquidity and leverage requirements set out in Section 9.2(i)(v) on a pro forma basis after giving effect to such payment, in each case, so long as no Default or Event of Default exists or would reasonably be expected to exist upon making such payment.

3.6 Borrowings

- (a) **Syndicated Facility:** Subject to the provisions of this Agreement, the Borrower may borrow, repay and reborrow by way of Syndicated Accommodations from each Syndicated Lender pursuant to the Syndicated Facility up to the amount of such Lender's Syndicated Facility Commitment by:
 - (i) **Prime Loans:** borrowing Prime Loans from the Syndicated Lenders in minimum aggregate amounts of Cdn. \$2,000,000 and in integral multiples of Cdn. \$100,000 thereafter, upon at least one (1) Business Day prior written notice;
 - (ii) **U.S. Base Rate Loans:** borrowing U.S. Base Rate Loans from the Syndicated Lenders in minimum aggregate amounts of U.S. \$2,000,000 and in integral multiples of U.S. \$100,000 thereafter, upon at least one (1) Business Day prior written notice;

- (iii) **CORRA Loans:** borrowing CORRA Loans from the Syndicated Lenders in minimum aggregate amounts of Cdn. \$3,000,000 and in integral multiples of Cdn. \$100,000 thereafter, upon at least two (2) Business Days prior written notice;
- (iv) **SOFR Term Loans:** borrowing SOFR Term Loans from the Syndicated Lenders in minimum aggregate amounts of U.S. \$3,000,000 and in integral multiples of U.S. \$100,000 thereafter, upon at least three (3) Business Days prior written notice; and
- (v) **Letters of Credit:** by way of the issuance by a Fronting Lender of Letters of Credit in Canadian Dollars or U.S. Dollars upon at least three (3) Business Days prior written notice;

each such notice to be given to the Agent at or prior to 10:00 a.m. (Calgary time) on the last day on which such notice can be given pursuant to this Section 3.6 and to be substantially in the form of Schedule "B". Any such notice may be given by telephone and in such case shall be followed by delivery on the day of such telephone notice of written notice by no later than 2:00 p.m. (Calgary time) on such day substantially in the form of Schedule "B".

- (b) **Operating Facility:** Subject to the provisions of this Agreement, the Borrower may borrow, repay and reborrow by way of Operating Accommodations from the Operating Lender pursuant to the Operating Facility up to the Operating Facility Amount as follows:
 - (i) **Prime Loans:** borrowing Prime Loans from the Operating Lender in minimum aggregate amounts of Cdn. \$1,000,000 and in integral multiples of Cdn. \$100,000 thereafter upon at least one (1) Business Day prior written notice;
 - (ii) **U.S. Base Rate Loans:** borrowing U.S. Base Rate Loans from the Operating Lender in minimum aggregate amounts of U.S. \$1,000,000 and in integral multiples of U.S. \$100,000 thereafter upon at least one (1) Business Day prior written notice;
 - (iii) **CORRA Loans:** borrowing Term CORRA Loans from the Operating Lender in minimum amounts of \$1,000,000 and whole multiples of \$100,000 thereafter, upon at least two (2) Business Days prior written notice;
 - (iv) **SOFR Term Loans:** borrowing SOFR Term Loan in minimum amounts of U.S. \$1,000,000 and whole multiples of U.S. \$100,000, upon at least three (3) Business Days prior written notice; and
 - (v) **Letters of Credit:** by way of the issuance of Letters of Credit in Canadian Dollars or U.S. Dollars upon at least three (3) Business Days prior written notice.

The Borrower may also obtain Prime Loans and U.S. Base Rate Loans from the Operating Lender by way of Overdraft in any amount and without notice.

Each Operating Accommodation (other than by way of Overdraft) shall require delivery of a Borrowing Notice to the Operating Lender at or prior to 10:00 a.m. (Calgary time) on the last day on which such notice can be given pursuant to this Section 3.6, substantially in the form of Schedule "B". Any such notice may be given by telephone and in such case shall be followed by delivery on the day of such telephone notice of written notice by no later than 2:00 p.m. (Calgary time) on such day substantially in the form of Schedule "B".

- (c) **Term Facility:** Subject to the provisions of this Agreement, the Borrower may borrow by way of Term Accommodations from the Term Lender pursuant to the Term Facility up to the amount of the Term Facility Commitment by:
- (i) **U.S. Base Rate Loans:** borrowing U.S. Base Rate Loans from the Term Lender in minimum aggregate amounts of U.S. \$2,000,000 and in integral multiples of U.S. \$100,000 thereafter, upon at least one (1) Business Day prior written notice; and
 - (ii) **SOFR Term Loans:** borrowing SOFR Term Loans from the Term Lender in minimum aggregate amounts of U.S. \$3,000,000 and in integral multiples of U.S. \$100,000 thereafter, upon at least three (3) Business Days prior written notice;

each such notice to be given to the Agent at or prior to 10:00 a.m. (Calgary time) on the last day on which such notice can be given pursuant to this Section 3.6 and to be substantially in the form of Schedule "B". Any such notice may be given by telephone and in such case shall be followed by delivery on the day of such telephone notice of written notice by no later than 2:00 p.m. (Calgary time) on such day substantially in the form of Schedule "B".

3.7 Selection of Interest Periods

If the Borrower elects to borrow by way of a SOFR Term Loan or a CORRA Loan pursuant to Section 3.6, elects to convert a Borrowing into a SOFR Term Loan or a CORRA Loan pursuant to Section 3.11 or elects to Rollover a SOFR Term Loan or a CORRA Loan pursuant to Section 3.12, the Borrower shall, prior to the beginning of the Interest Period applicable to such SOFR Term Loan, in accordance with the same period of notice required for the initial drawdown of a SOFR Term Loan as set forth in Section 3.6, select and notify the Agent or the Operating Lender, as applicable, by delivery of a Borrowing Notice, Conversion Notice or Rollover Notice, as the case may be, of the Interest Period (which shall begin and end on a Business Day) applicable to such SOFR Term Loan or CORRA Loan. If the Borrower fails to give to the Agent or the Operating Lender, as applicable, a notice as aforesaid prior to the date of maturity of a SOFR Term Loan or a CORRA Loan, as the case may be, in accordance with the same period of notice required for the original Borrowing, then the amount of such SOFR Term Loan shall be converted on its maturity to a U.S. Base Rate Loan from the Applicable Lender and the amount of such CORRA Loan shall be converted on its maturity to a Prime Loan, in each case, pursuant to Section 3.11.

3.8 Letters of Credit

- (a) **Aggregate Amount:** The aggregate face amount of Letters of Credit issued and outstanding under the Syndicated Facility at any one time shall not exceed \$60,000,000 or the Equivalent Amount in U.S. Dollars.
- (b) **Issuance:** The Borrower may give the Agent (with a copy to the applicable Fronting Lender) or the Operating Lender, as applicable, a Borrowing Notice requesting that a Letter of Credit be issued by a Fronting Lender or the Operating Lender in accordance with Section 3.6.
- (c) **Documentation:** Neither the Operating Lender nor the Fronting Lenders shall have any obligation to issue a Letter of Credit until the Borrower has executed and delivered to such Lender a duly completed letter of credit application in such Lender's standard form and such ancillary documents, including applications and indemnities, as such Lender generally requires for like transactions and which are consistent with the provisions hereof.

- (d) **Expiry:** Each Letter of Credit shall expire not later than one (1) year from the date of its issuance, subject to customary automatic renewal provisions, and in any event not later than the Maturity Date of the Syndicated Lenders which are Revolving Lenders or the Operating Lender, as applicable, as at the date of such issuance, and shall be in a form satisfactory to the Operating Lender or the applicable Fronting Lender, as applicable.
- (e) **Payment:** All payments made by the Operating Lender or a Fronting Lender, as applicable, to any Person pursuant to any Letter of Credit shall, unless the Borrower reimburses the Operating Lender or such Fronting Lender through the Agent for such payment on or before the date it is made, be deemed as and from the date of such payment to be an advance to the Borrower of a Prime Loan (for any such payments made in Cdn. Dollars) under the Operating Facility or the Syndicated Facility, as applicable, or a U.S. Base Rate Loan (for any such payments made in U.S. Dollars) under the Operating Facility or the Syndicated Facility, as applicable, with the proceeds of such advance being applied against the Borrower's obligations to reimburse such Lender or such Fronting Lender for payment made under the Letters of Credit, and the provisions hereof relating to such Prime Loans or U.S. Base Rate Loans, as applicable (including interest to be calculated thereon) shall apply thereto. The Operating Lender or the Fronting Lender, as applicable, shall forthwith advise the Borrower of any demand by the beneficiary of a Letter of Credit for payment by the Operating Lender or the Fronting Lender, as applicable, under such Letter of Credit and of any payment made by it on such Letter of Credit to the beneficiary thereof. In determining whether to pay under a Letter of Credit, the Operating Lender or the Fronting Lender, as applicable, shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.
- (f) **Renewal:** At or before 10:00 a.m. (Calgary time) at least twenty (20) Business Days prior to the date of expiry of any Letter of Credit, the Borrower may elect to renew such Letter of Credit by selecting a new expiry date for the Letter of Credit or part thereof being renewed, which shall commence on the expiry date of the Letter of Credit being renewed. Renewal of any such Letter of Credit may only be effected by the Operating Lender or the applicable Fronting Lender extending the expiry date of the existing Letter of Credit and shall be done either by the issuance of a new Letter of Credit containing the new expiry date or by an amendment to the existing one, and, in either case, with or without a reduction in the face amount thereof. Renewal of any Letter of Credit shall not be effected to the extent that such renewal would prevent or interfere with any required payment of principal hereunder. Any issuance to a new beneficiary, any increase in the face amount of the Letter of Credit or any other change in the terms thereof shall be considered to be a new Borrowing and may only be effected by the Borrower by delivering a Borrowing Notice to the Agent (with a copy to the applicable Fronting Lender) or the Operating Lender, as applicable. Letter of Credit Fees in respect of any renewed or extended Letter of Credit shall be payable pursuant to Section 5.5 and shall be computed for the period of renewal or extension.
- (g) **Special Provisions re: Fronted Letters of Credit:** Each Fronting Lender shall exercise and give the same care and attention to each Letter of Credit issued by it hereunder as it gives to its other letters of credit and similar obligations, and such Fronting Lender's sole liability to each Syndicated Lender shall be to promptly return to the Agent for the account of the Syndicated Lenders, each Syndicated Lender's Lender Proportion of any payments made to such Fronting Lender by the Borrower hereunder (other than the fees and amount payable to such Fronting Lender for its own account) if the Borrower has made a payment to such Fronting Lender hereunder. Each Syndicated Lender agrees that, in paying any drawing under a Letter of Credit, a Fronting Lender shall not have any responsibility to obtain any document (other than as expressly required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority

of any person delivering any such document. Neither any Fronting Lender nor any of its representatives, officers, employees or agents shall be liable to any Syndicated Lender for:

- (i) any action taken or omitted to be taken in connection herewith at the request or with the approval of the Syndicated Lenders;
- (ii) any action taken or omitted to be taken in connection with any Letter of Credit in the absence of gross negligence or wilful misconduct; or
- (iii) the execution, effectiveness, genuineness, validity, or enforceability of any Letter of Credit or any other document contemplated thereby.

No Fronting Lender shall incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex, SWIFT or similar writing) believed by it to be genuine or to be signed by the proper Person or Persons.

The Borrower and each Syndicated Lender hereby authorize the applicable Fronting Lender to review on behalf of each Syndicated Lender each draft and other document presented under each Letter of Credit issued by such Fronting Lender. The determination of such Fronting Lender as to the conformity of any documents presented under a Letter of Credit to the requirements of such Letter of Credit shall, in the absence of such Fronting Lender's gross negligence or wilful misconduct, be conclusive and binding on the Borrower and each Syndicated Lender. The applicable Fronting Lender shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under any Letter of Credit issued by such Fronting Lender. The Fronting Lender shall promptly after such examination:

- (iv) notify the Agent and the Borrower by telephone (confirmed in writing) of such demand for payment;
 - (v) deliver to the Agent a copy of each document purporting to represent a demand for payment under such Letter of Credit; and
 - (vi) notify the Agent and the Borrower whether said demand for payment was properly made under such Letter of Credit.
- (h) **Records re: Fronted Letters of Credit:** The Agent and the applicable Fronting Lender shall maintain records showing the undrawn and unexpired amount of each Letter of Credit issued by such Fronting Lender and outstanding hereunder and each Syndicated Lender's share of such amount and showing for each Letter of Credit issued hereunder:
- (i) the dates of issuance and expiration thereof;
 - (ii) the amount thereof; and
 - (iii) the date and amount of all payments made thereunder.

The Agent and each Fronting Lender shall make copies of such records available to the Borrower or any Lender upon its request.

(i) **Fronting Lender Indemnity:**

- (i) If a Fronting Lender makes payment under any Letter of Credit and the Borrower does not fully reimburse such Fronting Lender on or before the date of payment, then Section 3.8(e) shall apply to deem a Prime Loan or U.S. Base Rate Loan, as applicable, to be outstanding to the Borrower under this Agreement in the manner herein set out. Each Syndicated Lender shall, on request by such Fronting Lender, immediately pay to such Fronting Lender an amount equal to such Lender's Lender's Proportion of the amount paid by such Fronting Lender such that each Syndicated Lender is participating in the deemed Prime Loan or U.S. Base Rate Loan, as applicable, in accordance with its Lender's Proportion and, for certainty, regardless of whether any Default or Event of Default is then outstanding or whether any other condition to the making of a Prime Loan or U.S. Base Rate Loan, as applicable, has been satisfied or not.
- (ii) In addition to and without limitation of Section 3.8(i)(i), each Syndicated Lender shall immediately on demand indemnify each Fronting Lender to the extent of such Lender's Lender's Proportion for any amount paid or liability incurred by such Fronting Lender under each Letter of Credit issued by it to the extent that the Borrower does not fully reimburse such Fronting Lender therefor and regardless of whether any Default or Event of Default is then outstanding.
- (iii) For certainty, the obligations set out in this Section 3.8(i) shall continue as obligations of those Lenders who were Syndicated Lenders at the time when each such Letter of Credit was issued notwithstanding that such Lender may assign its rights and obligations hereunder, unless each Fronting Lender specifically releases such Lender from such obligations in writing.

(j) **Letters of Credit if Fronting Lender Ceases to be a Fronting Lender:**

- (i) In the event that a Fronting Lender, in its sole discretion, is not willing to or is no longer able to accept the credit risk of a Syndicated Lender (including, by reason that its credit rating is no longer acceptable), then such Fronting Lender, may upon at least thirty (30) days notice to the Agent (with a copy to the Borrower), elect not to issue further Fronted Letters of Credit from the effective date set forth in such notice (the "**Fronting Lender Notice**"). If there are no other Fronting Lenders at such time and no other Lender agrees to assume the obligations of issuing Fronted Letters of Credit in accordance with the provisions herein, no further Letters of Credit may be issued under the Syndicated Facility until such withdrawing Fronting Lender has been replaced. Notwithstanding the foregoing, Royal Bank of Canada shall be permitted to resign as a Fronting Lender upon notice to the Agent (with a copy to the Borrower) concurrently with the return and cancellation of the Existing RBC LCs.
- (ii) Notwithstanding the foregoing, all Fronted Letters of Credit outstanding as of the effective date of the Fronting Lender Notice ("**Existing Fronted LCs**") shall continue as Fronted Letters of Credit pursuant to this Agreement, unless the beneficiary of such Fronted Letter of Credit agrees that such Fronted Letter of Credit may be replaced by a new Fronted Letter of Credit. The Borrower shall use reasonable commercial efforts to negotiate with such beneficiary to replace any Existing Fronted LCs with a new Fronted Letter of Credit.

3.9 Notice of Repayment

The Borrower shall give the Agent or the Operating Lender, as applicable, prior written notice substantially in the form of Schedule "B" of each repayment of Borrowings in accordance with the same period of notice required pursuant to Section 3.6 for the initial drawdown of the basis of Borrowing being repaid. Notwithstanding the foregoing, a CORRA Loan and a SOFR Term Loan may only be repaid prior to the last day of the Interest Period applicable to such CORRA Loan or such SOFR Term Loan upon payment by the Borrower of amounts payable in respect thereof pursuant to Section 11.7.

3.10 Pro-Rata Treatment of Borrowings

- (a) **Pro-Rata Borrowings:** Subject to Section 3.10(b), each Borrowing under a Facility and each basis of Borrowing shall be made available by each Applicable Lender under such Facility and all repayments and reductions in respect thereof shall be made and applied in a manner so that the Borrowings and each basis of Borrowing outstanding hereunder to each Applicable Lender will, to the extent possible, thereafter be in the same proportion as the Lender's Proportion of such Lender. The Agent is authorized by the Borrower and each Syndicated Lender to determine, in its sole and unfettered discretion, the amount of Syndicated Borrowings and each basis of Syndicated Borrowing to be made available by each Syndicated Lender and the application of repayments and reductions of Syndicated Borrowings to give effect to the provisions of this Section 3.10(a) and Section 7.2; provided that no Syndicated Lender shall, as a result of any such determination, have Syndicated Borrowings outstanding in an amount which is in excess of the amount of its Syndicated Facility Commitment.
- (b) **Further Assurances by Borrower:** To the extent reasonably possible, the Borrower and each Lender agrees to be bound by and to do all things necessary or appropriate to give effect to the provisions of this Section 3.10.

3.11 Conversion Option

The Borrower may, during the term of this Agreement, convert any basis of Borrowing (other than a Letter of Credit) to another basis of Borrowing (other than a Letter of Credit) upon giving the Agent or the Operating Lender, as applicable, a Conversion Notice in accordance with the period of notice and other requirements set out in Section 3.6 applicable to the basis of Borrowing to which any Borrowing is being converted (other than delivery of a Borrowing Notice), provided that:

- (a) **CORRA Loans:** a CORRA Loan may be converted on the last day of the Interest Period applicable to such CORRA Loan or on any other day if the Borrower pays all amounts payable in respect thereof pursuant to Section 11.7; and
- (b) **SOFR Term Loans:** a SOFR Term Loan may be converted on the last day of the Interest Period applicable to such SOFR Term Loan or on any other day if the Borrower pays all amounts payable in respect thereof pursuant to Section 11.7.

On each Conversion Date, the Borrower shall be required to repay to the Agent or the Operating Lender, as applicable, for the account of the Applicable Lenders the basis of Borrowing which is being converted and, subject to the provisions of this Agreement, the Lenders shall be required to make available to the Borrower the Borrowings into which such basis of Borrowing is being converted; provided that the Borrower shall be entitled to direct the Agent to use the proceeds of all or any part of a new Syndicated Borrowing to repay the Syndicated Borrowing being converted.

3.12 Rollovers

The Borrower may effect a Rollover of all or, subject to the minimum aggregate amount specified in Section 3.6, a part of a Borrowing outstanding by way of a SOFR Term Loan or CORRA Loan upon giving the Agent or the Operating Lender, as applicable, Rollover Notice in accordance with the period of notice and other requirements set out in Section 3.6 applicable to a Borrowing of the same type unless immediately prior to the commencement of any subsequent Interest Period, a Default (in respect of which the Agent or the Operating Lender, as applicable, has advised the Borrower that no Rollovers will be permitted) or Event of Default shall have occurred and be continuing, in which event the Borrower shall be deemed to have converted, in the case of a SOFR Term Loan, to a U.S. Base Rate Loan pursuant to Section 3.11 or, in the case of a CORRA Loan, to a Prime Loan pursuant to Section 3.11 and the Borrower shall not be entitled to continue such SOFR Term Loan or such CORRA Loan subsequent to the existing Interest Period. In the event notice of a Rollover of an existing SOFR Term Loan or an existing CORRA Loan is not given pursuant to this Section 3.12 or notice of a conversion of such existing SOFR Term Loan is not given pursuant to Section 3.11, such SOFR Term Loan shall be converted to a U.S. Base Rate Loan on the last day of the Interest Period applicable to such existing SOFR Term Loan and such CORRA Loan shall be converted to a Prime Loan on the last day of the Interest Period applicable to such existing CORRA Loan.

3.13 Notices Irrevocable

All notices delivered or deemed to be delivered by the Borrower pursuant to this Article 3 shall be irrevocable and shall oblige the Borrower to take the action contemplated on the date specified therein.

3.14 Hostile Acquisitions

- (a) In the event the Borrower wishes to utilize Borrowings to, or to provide funds to any Subsidiary, Affiliate or other person to, finance an offer to acquire (which shall include an offer to purchase securities, solicitation of an offer to sell securities, an acceptance of an offer to sell securities, whether or not the offer to sell was solicited, or any combination of the foregoing) outstanding securities of any person (the "**Target**") which constitutes a "take over bid" pursuant to applicable corporate or securities legislation (in any case, a "**Takeover**"), then either:
 - (i) prior to or concurrently with delivery to the Agent of any Borrowing Notice requesting one or more Loans or other Accommodations under the Facilities, the proceeds of which are to be used to finance such Takeover, the Borrower shall provide to the Agent evidence satisfactory to the Agent (acting reasonably) that the board of directors or like body of the Target, or the holders of all of the securities of the Target, has or have approved, accepted, or recommended to security holders acceptance of, the Takeover; or
 - (ii) the following steps shall be followed:
 - (A) at least five (5) Business Days prior to the delivery to the Agent of any Borrowing Notice requesting one or more Loans or other Accommodations the proceeds of which are intended to be used to finance such Takeover, the Borrower shall advise the Agent, who shall promptly advise an appropriate officer of each Lender of the particulars of such Takeover;
 - (B) within three (3) Business Days of being so advised, each Lender shall notify the Agent of such Lender's determination as to whether it is willing to finance such

Takeover; provided that, in the event such Lender does not so notify the Agent within such three (3) Business Day period, such Lender shall be deemed to have notified the Agent that it is not willing to finance such Takeover; and

(C) the Agent shall promptly notify the Borrower of each such Lender's determination,

and in the event that any Lender has notified or is deemed to have notified the Agent that it is not willing to finance such Takeover (each, a "**Declining Lender**"), then the Declining Lenders shall have no obligation to provide Loans or other Accommodations to finance such Takeover, notwithstanding any other provision of this Agreement to the contrary; provided, however, that each other Lender (each, a "**Financing Lender**") which has advised the Agent it is willing to finance such Takeover shall have an obligation, up to the amount of its Commitment under the relevant Facility, to provide Loans and other Accommodations to finance such Takeover, and the Loans and other Accommodations to finance such Takeover shall be provided by each Financing Lender in accordance with the ratio, determined prior to the provision of any Loans and other Accommodations to finance such Takeover, that the Commitment of such Financing Lender under the Facility in question bears to the aggregate the Commitments of all the Financing Lenders under the Facility in question.

- (b) If Borrowings are used to finance a Takeover and there are Declining Lenders, subsequent Borrowings under a Facility shall be funded firstly by Declining Lenders having Commitments under such Facility, and subsequent repayments under such Facility shall be applied firstly to Financing Lenders, in each case, until such time as each Lender's Proportion under such Facility is equal to such proportion which would have been in effect but for the application of this Section 3.14.

3.15 Swap Lenders and Lender Swaps

- (a) **Swap Lenders:** The Borrower, the Lenders and the Agent agree that any Affiliate of a Lender that is a Swap Lender shall be bound by, and entitled to the benefits of, this Agreement and the other Loan Documents to the extent applicable to such Affiliate or the Swap Indebtedness owed to it, and each Lender hereby confirms to and agrees with the Borrower, the Agent and the other Lenders that such Lender is, for the purpose of giving effect to the foregoing, executing and delivering this Agreement both on its own behalf and as agent for and on behalf of any such Affiliate that is a Swap Lender. For certainty, without detracting from Section 3.15(c) below, an Affiliate of a Lender that is a Swap Lender shall under no circumstances be considered to be a Lender for purposes of this Agreement, the Security or the other Loan Documents and shall not be entitled to vote (except where there are no longer any Lenders, as contemplated by Section 10.5(a)) or to any notice thereunder (except as contemplated by Section 10.3).
- (b) **Swaps:** Subject to the terms and conditions hereof (and specifically Section 9.2(j)), each of the Lenders (or an Affiliate of such Lender) may from time to time enter into Swaps with any Loan Party during the term of this Agreement. Prior to engaging in any Lender Swaps, the applicable Loan Party shall enter into an ISDA Master Agreement with the applicable Swap Lender.
- (c) **Secured Obligations:** The parties agree that all Swap Indebtedness (other than Excluded Swap Obligations) shall be secured by the Security and all Permitted Swap Indebtedness (other than Excluded Swap Obligations) shall, as to the Security, rank *pari passu* with the Borrowings and all obligations of the Loan Parties arising in respect of Cash Management Services. All Swap Indebtedness (other than Permitted Swap Indebtedness and Excluded Swap Obligations) shall, as

to the Security, rank junior and be subordinate in every respect to the Borrowings, all obligations of the Loan Parties in respect of Cash Management Services and the Permitted Swap Indebtedness.

- (d) **Determination of Permitted Swaps:** Lender Swaps which constitute Permitted Swaps at any time shall be determined at the time such Lender Swap is entered into, provided that a Lender Swap shall be deemed to be a Permitted Swap (and the indebtedness thereunder Permitted Swap Indebtedness) if it is entered into by a Swap Lender without actual notice or knowledge that such Lender Swap is not a Permitted Swap and, for certainty, the Existing Swaps shall be deemed to be Permitted Swaps (and the indebtedness thereunder Permitted Swap Indebtedness).
- (e) **Cease to be a Lender:** If any Swap Lender (or its Affiliate, if such Swap Lender is not a Lender) for any reason ceases to be a Lender, such Swap Lender shall continue to be bound by and entitled to the benefit of the terms and conditions hereof in such capacity and entitled to the benefit of the Security until such time as it is no longer a party to the Swaps existing with any Loan Party at the time it (or such Affiliate, if applicable) ceased to be a Lender, with the exception of any indemnities of, or in favour of, such Swap Lender hereunder existing at that time and which shall survive such termination. Notwithstanding the foregoing, while any obligations remain outstanding under any Facility, no such former Lender or any Affiliate thereof shall have any right to cause or require the enforcement of the Security or any right to participate in any decisions relating to the Security, including any decisions relating to the enforcement or manner of enforcement of the Security or decisions relating to any amendment to, waiver under, release of or other dealing with all or any part of the Security; for certainty, the sole right of any such former Lender and its Affiliates with respect to the Security while any obligations remain outstanding under the Facilities is to share, on a *pari passu* basis, in any proceeds of realization and enforcement of the Security as further contemplated by Section 10.7.

3.16 Overdrafts

Each advance by the Operating Lender under the Operating Facility by way of Overdraft in Canadian Dollars shall automatically result in a Prime Loan, and each advance by the Operating Lender under the Operating Facility by way of Overdraft in U.S. Dollars shall automatically result in a U.S. Base Rate Loan. The Borrower agrees not to effect any Overdraft hereunder which would cause the Operating Borrowings to exceed the Operating Facility Amount, from time to time, and acknowledges that the Operating Lender reserves the right to refuse to honour any Overdraft hereunder which, in the opinion of the Operating Lender, would have the effect of causing the Operating Facility Amount to be so exceeded.

3.17 Cash Management Services

The Lenders acknowledge that the Operating Lender and Bank of Montreal will be providing Cash Management Services and that all indebtedness of the Borrower thereunder shall be secured by the Security on a *pari passu* basis and shall rank *pari passu* with the Lender Outstandings for such purposes.

3.18 Fees

The Borrower shall pay to the Agent for and on behalf of the applicable Lenders, concurrently with the execution and delivery of this Agreement, in the case of fees payable to the Syndicated Lenders and the Operating Lender, and on the Term Facility Drawdown Date, in the case of fees payable to the Term Lender, such fees as are agreed between the Borrower and the Lenders. For greater certainty, the fees provided for in this Section 3.18 are in addition to any other fees payable in connection with the Facilities.

3.19 Optional Increase in Facilities

The Borrower may at any time and from time to time add additional financial institutions hereunder as Lenders or, with the consent of the applicable Lender, increase the Syndicated Facility Commitment of a Lender and thereby increase the Total Syndicated Facility Commitment or increase the Term Facility Commitment, as applicable, provided that at the time of any such addition:

- (a) no Default or Event of Default has occurred and is continuing;
- (b) the aggregate amount of the increase in the Total Commitment does not exceed Cdn.\$250,000,000 (or the Equivalent Amount in U.S. dollars);
- (c) the Agent and, in the case of an increase to the Total Syndicated Facility Commitment, the Fronting Lenders, have consented either to such financial institution becoming a Lender or, if it is already a Lender, to the increase in its Syndicated Facility Commitment or Term Facility Commitment, as applicable, such consent not to be unreasonably withheld or delayed;
- (d) concurrently with the addition of a financial institution as an additional Lender or the increase of the Syndicated Facility Commitment or Term Facility Commitment of a Lender, such financial institution or Lender, as the case may be, shall purchase from each Lender such portion of the Syndicated Borrowings or Term Borrowings, as applicable owing to each such Lender as is necessary to ensure that the Syndicated Borrowings or Term Borrowings, as applicable, owing to Lenders, and including therein such additional financial institution, are in accordance with the Lender's Proportion under the Syndicated Facility or the Term Facility, as applicable, of all such Lenders (including the new financial institution) after giving effect to such increase and such financial institution shall execute such documentation as is required by the Agent, acting reasonably, to novate such financial institution as a Lender hereunder, provided that any such purchase of Loans which are outstanding as Benchmark Loans or Canadian Benchmark Loans shall occur only on the Conversion Date or Rollover Date applicable thereto;
- (e) the Borrower and each Material Subsidiary has ratified and confirmed the Security to which each is a party, in respect of the Syndicated Facility or the Term Facility, as applicable, as so increased;
- (f) the Borrower has provided to the Agent a certified copy of a directors' resolution of the Borrower authorizing any such increase in the Total Commitment (which may be a previous directors' resolution authorizing the Facilities) together with such other documents and legal opinions with respect thereto in substantially the same form as the documents and legal opinion in respect of the Borrower delivered on the Effective Date; and
- (g) if requested by the Borrower, such increase may be effected by establishing an additional credit facility (an "**Incremental Facility**") which may have any of the following terms:
 - (i) a revolving or term loan structure; provided that the proceeds of any term loan structure are fully funded on the date such Incremental Facility is made available to the Borrower (and any unfunded portion thereof is cancelled); and/or
 - (ii) pricing, amortization and/or tenor which is different from the then current pricing, amortization and tenor of the Facilities,

provided that:

- (iii) the Borrowings under an Incremental Facility are (A) secured and guaranteed by the Security, and (B) otherwise ranks *pari passu* right of payment with the other obligations secured by the Security;
- (iv) the Incremental Facility shall not be entitled to any additional guarantees or security, unless such additional guarantees or security are granted in respect of all Facilities;
- (v) the terms of the Incremental Facility would not reasonably be expected to adversely affect the rights of any Lenders which have not provided any portion of the commitments under the Incremental Facility hereunder or under any other Loan Documents in a manner which would not have otherwise occurred if the Incremental Facility had been effected without establishing it hereunder, as determined by the Agent, acting reasonably;
- (vi) the Borrower shall not be required to drawdown rateably under any Facility and any Incremental Facility;
- (vii) the initial maturity date of any Incremental Facility shall not be earlier than the latest Maturity Date hereunder and shall not, as of the date of effectiveness of such Incremental Facility, require any scheduled amortization or mandatory commitment reduction prior to such latest Maturity Date; and
- (viii) the increase to the Total Commitment by the establishment of an Incremental Facility shall be documented pursuant to an amendment to this Agreement and the other Loan Documents (if applicable), executed by the Borrower, each Lender agreeing to provide such Incremental Facility, each financial institution added as an additional Lender in respect of such Incremental Facility, if any, and the Agent.

ARTICLE 4 REPAYMENT AND PREPAYMENT

4.1 Reduction of Commitment

On the Maturity Date of each Lender, the Borrower shall repay all Borrowings and all accrued and unpaid interest and fees then outstanding to such Lender and the Commitment of such Lender shall be reduced to zero. The Borrower shall ensure that SOFR Term Loans, CORRA Loans and Letters of Credit made by or accepted by such Lender mature on or prior to its Maturity Date, as applicable.

4.2 Repayment of Borrowings In Excess of Commitments

If, due to exchange rate fluctuations, Syndicated Borrowings or Operating Borrowings (determined in Cdn. Dollars with all Syndicated Borrowings or Operating Borrowings, as applicable, denominated in U.S. Dollars being converted to the Equivalent Amount of Cdn. Dollars) to any Lender are in excess of its Lenders' Proportion of the Total Syndicated Facility Commitment, in the case of a Syndicated Lender, or the Operating Facility Amount, in the case of the Operating Lender:

- (a) by more than three percent (3%) on a day other than a Drawdown Date, Conversion Date or Rollover Date, the Borrower shall within five (5) Business Days repay, provide cash cover to be held by the Agent on behalf of the applicable Lenders in the same manner provided for in Section 10.4 or otherwise reduce a portion of such Borrowings to the extent of the amount of such excess; provided that, with the prior written consent of the Agent (such consent not to be

unreasonably withheld), the Borrower shall not be required to repay such excess or provide such cash cover if the entire amount of such Borrowings are subject to a Swap; or

- (b) by any amount on a Drawdown Date, Conversion Date or Rollover Date, the Borrower shall, as part of such Drawdown, Conversion or Rollover reduce or eliminate such excess on such date.

4.3 Breakage Costs

If, on any day on which prepayments are required to be made under Section 4.2, the Borrowings then outstanding include SOFR Term Loans or CORRA Loans in an amount such that the prepayment would require the Borrower to be liable under the funding indemnity contained in Section 11.7, that portion of the prepayment which would otherwise be applied against any such SOFR Term Loan or CORRA Loan may, at the option of the Borrower, be paid to the Agent for deposit into a Cash Collateral Account in accordance with Section 10.4 and be applied against such SOFR Term Loan or CORRA Loan on the expiration of the Interest Period applicable thereto. Interest earned on such amounts while on deposit in a Cash Collateral Account shall be paid to the Borrower if no Default or Event of Default has occurred and is continuing after the payment of the amounts required pursuant to Section 4.2.

4.4 Cancellation of Commitment and Prepayment

The Borrower may, without penalty or premium, at any time during the term of this Agreement, upon at least two (2) Business Days' prior written notice to the Agent and the Operating Lender, as applicable, cancel all of the Total Commitment or any portion thereof in minimum amounts of, in the case of the Syndicated Facility or the Operating Facility, Cdn. \$5,000,000 and whole multiples of Cdn. \$1,000,000 thereafter, and in the case of the Term Facility, U.S. \$5,000,000 and whole multiples of U.S. \$1,000,000 thereafter; provided further on or prior to the last day of such notice period the Borrower has:

- (a) **Application to Facility:** identified in writing, the amount of reduction to be applicable to the Syndicated Facility Commitment, the Term Facility Commitment and the Operating Facility Commitment;
- (b) **Prepaid Borrowings:** prepaid or otherwise reduced Borrowings outstanding to each Lender in an amount equal to the amount by which Borrowings outstanding to such Lender would otherwise be in excess of its Lender's Proportion of the Total Syndicated Facility Commitment, the Term Facility Commitment or the Operating Facility Commitment, as applicable, immediately after the reduction of the Commitments provided for in such notice; and
- (c) **Paid Interest:** paid all accrued interest and other charges and fees in respect of the Borrowings being repaid or reduced as aforesaid.

Any such notice of cancellation is irrevocable and the amount of the Commitment of each Lender so cancelled and reduced may not be reinstated hereunder.

4.5 Early Repayment of SOFR Term Loans, CORRA Loans and Letters of Credit

The Borrower shall not cancel all or any portion of the Commitment of any Lender pursuant to Section 4.4 if the Borrowings required to be repaid to such Lender as a result thereof include Letters of Credit with an expiry date falling subsequent to the date of such cancellation, or SOFR Term Loans or CORRA Loans with an Interest Period falling subsequent to the date of such cancellation, unless, on the date of such cancellation, the Borrower has paid to the Agent at the Agent's Account for Payments, for the

account of such Lender: (i) in respect of SOFR Term Loans or CORRA Loans, as applicable, the amount required to be paid pursuant to Section 11.7, and (ii) in respect of Letters of Credit, the undrawn amount thereof.

4.6 Evidence of Indebtedness

Each of the Agent and the Operating Lender, as applicable, shall open and maintain accounts and records on the books of the Agent at the Agent's Branch of Account and on the books of the Operating Lender at the Operating Lender's Branch of Account evidencing the Syndicated Borrowings, Term Borrowings and Operating Borrowings, as applicable, and other amounts owing by the Borrower to the Lenders under this Agreement. The Agent and the Operating Lender, as applicable, shall debit therefrom the amount of such Syndicated Borrowings, Term Borrowings and Operating Borrowings, respectively, and shall enter therein each payment of principal of and interest on the applicable Borrowings and fees and other amounts payable pursuant to this Agreement and shall record the Letters of Credit issued by a Fronting Lender and the Operating Lender and all other amounts becoming due to the Agent and each Lender under this Agreement. The accounts and records of the Agent and the Operating Lender, as applicable, so kept shall constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Agent, the Operating Lender and each other Lender pursuant to this Agreement, the date each such Lender made each Borrowing available to the Borrower and the amounts the Borrower has paid from time to time on account of the principal and interest on the Borrowings, fees payable pursuant to this Agreement and other amounts owing hereunder.

ARTICLE 5 PAYMENT OF INTEREST AND FEES

5.1 Interest on Prime Loans

The Borrower shall pay interest in Canadian Dollars on each Prime Loan made by each Lender at the Agent's Account for Payments, in the case of the Syndicated Facility, and at the Operating Lender's Account for Payments, in the case of the Operating Facility, in each case at a rate per three hundred and sixty-five (365) days equal to the Prime Rate plus the Applicable Margin applicable to such Prime Loan. A change in the Prime Rate or the Applicable Margin will simultaneously cause a corresponding change in the interest payable on each Prime Loan. Such interest shall accrue daily based on the Prime Rate and Applicable Margin in effect on each day and is payable monthly in arrears on each Interest Date for the period commencing on and including the immediately prior Interest Date up to but not including the Interest Date on which such interest is to be paid and shall be calculated on a daily basis and on the basis of the actual number of days elapsed in a year of three hundred sixty-five (365) days. The annual rates of interest to which the rates determined in accordance with the foregoing provisions of this Section 5.1 are equivalent are the rates so determined multiplied by the actual number of days in the relevant calendar year and divided by three hundred sixty-five (365).

5.2 Interest on U.S. Base Rate Loans

The Borrower shall pay interest in U.S. Dollars on each U.S. Base Rate Loan made by each Lender at the Agent's Account for Payments, in the case of the Syndicated Facility and the Term Facility, and at the Operating Lender's Account for Payments, in the case of the Operating Facility, in each case at a rate per three hundred sixty-five (365) day period equal to the U.S. Base Rate plus the Applicable Margin applicable to such U.S. Base Rate Loan. A change in the U.S. Base Rate or the Applicable Margin will simultaneously cause a corresponding change in the interest payable on each U.S. Base Rate Loan. Such interest shall accrue daily based on the U.S. Base Rate and Applicable Margin in effect on each day and is payable monthly in arrears on each Interest Date for the period commencing on and including the

immediately prior Interest Date up to but not including the Interest Date on which such interest is to be paid and shall be calculated on a daily basis and on the basis of the actual number of days elapsed in a year of three hundred sixty-five (365) days. Notwithstanding the foregoing, if on any day during which such U.S. Base Rate Loan is outstanding, the sum of the U.S. Base Rate plus the Applicable Margin applicable to U.S. Base Rate Loans is on such day less than the sum of Adjusted Term SOFR plus the Applicable Margin applicable to SOFR Term Loans on such day (with Adjusted Term SOFR being determined, for greater certainty, as of such day and not as of two (2) Business Days prior thereto), then interest for such day on such U.S. Base Rate Loan shall instead be paid at a rate per three hundred sixty-five (365) pay period equal to Adjusted Term SOFR plus the Applicable Margin applicable to SOFR Term Loans. The annual rates of interest to which the rates determined in accordance with the foregoing provisions of this Section 5.2 are equivalent are the rates so determined multiplied by the actual number of days in the relevant calendar year and divided by three hundred sixty-five (365).

5.3 Interest on SOFR Term Loans

The Borrower shall pay interest in U.S. Dollars on each SOFR Term Loan made by each Lender at the Agent's Account for Payments, in the case of the Syndicated Facility and the Term Facility, and at the Operating Lender's Account for Payments, in the case of the Operating Facility, in each case, for the period commencing on and including the first day of the Interest Period applicable to such SOFR Term Loan up to but not including the last day of such Interest Period at a rate equal to the sum of Adjusted Term SOFR plus the Applicable Margin applicable to such SOFR Term Loan and which is in effect on the first day of the Interest Period applicable to such SOFR Term Loan. A change in the Applicable Margin will simultaneously cause a corresponding change in the interest payable on each SOFR Term Loan. Such interest shall accrue daily based on Adjusted Term SOFR and the Applicable Margin in effect on each day and is payable on each SOFR Term Interest Date applicable to such Interest Period and shall be calculated on a daily basis and on the basis of the actual number of days elapsed in the period for which such interest is payable (including the first day of such period but excluding the date on which such interest is payable) divided by 360. The annual rates of interest to which the rates determined in accordance with the foregoing provisions of this Section 5.3 are equivalent are the rates so determined multiplied by the actual number of days in the relevant calendar year and divided by three hundred sixty (360).

5.4 Interest on CORRA Loans

The Borrower shall pay to the Agent on behalf of each Lender interest on each CORRA Loan in Canadian Dollars at the Agent's Account for Payments, in the case of the Syndicated Facility, and at the Operating Lender's Account for Payments, in the case of the Operating Facility, in each case, for the period commencing on and including the first day of the Interest Period applicable to such CORRA Loan up to but not including the last day of such Interest Period at a rate per 365 day period, equal to the sum of (a) in the case of a Daily Compounded CORRA Loan, Adjusted Daily Compounded CORRA plus the Applicable Margin applicable to such Daily Compounded CORRA Loan and (b) in the case of a Term CORRA Loan, Adjusted Term CORRA plus the Applicable Margin applicable to such Term CORRA Loan. A change in the Applicable Margin applicable to a CORRA Loan will cause a corresponding change in the interest payable for such CORRA Loan. Such interest shall be payable on each CORRA Interest Date applicable to such Interest Period and shall be calculated on a daily basis and on the basis of the actual number of days elapsed in the period for which such interest is payable (including the first day of such period but excluding the date on which such interest is payable) divided by 365. The annual rates of interest to which the rates determined in accordance with the foregoing provisions of this Section 5.4 are equivalent are the rates so determined multiplied by the actual number of days in the relevant calendar year and divided by three hundred sixty-five (365).

5.5 Letter of Credit Fees

- (a) **Letter of Credit Fees:** In consideration of the Operating Lender's commitment to issue Letters of Credit under the Operating Facility and for the Syndicated Lender to be liable for its Lender's Proportion of Fronted Letters of Credit issued under the Syndicated Facility, the Borrower shall pay to the Operating Lender or the Agent on behalf of the Syndicated Lenders (in proportion to each such Lender's share of the undrawn and unexpired amounts of all outstanding Letters of Credit), as applicable, a fee equal to the Letter of Credit Fee then in effect on the date of payment of such fee, subject to adjustment pursuant to Section 3.3(i). Such Letter of Credit Fees shall be payable quarterly in arrears on the first Business Day of each calendar quarter commencing in the calendar quarter in which the applicable Letter of Credit was issued and shall be calculated based on the number of days during which any such Letter of Credit was outstanding during any such calendar quarter (the "**LC Payment Period**") divided by three hundred sixty-five (365) and shall be paid in the currency in which such Letter of Credit is denominated. Letter of Credit Fees shall be calculated on the basis of the daily maximum undrawn amount of such Letter of Credit outstanding during each LC Payment Period.
- (b) **Fronting Fees:** In consideration of a Fronting Lender agreeing to issue Fronted Letters of Credit under this Agreement, the Borrower shall pay directly to such Fronting Lender a fronting fee (the "**Fronting Fee**") equal to the Fronting Fee Rate multiplied by the average daily maximum undrawn amount of each Fronted Letter of Credit outstanding during each LC Payment Period. The Fronting Fee shall be payable and calculated in the same manner as the Letter of Credit Fees.

If and to the extent that a Letter of Credit is drawn upon prior to the date of expiry thereof, or is terminated and returned to the Operating Lender or the Fronting Lender, as applicable, prior to such date of expiry, or the face amount thereof is reduced prior to such date of expiry (other than through a drawing on such Letter of Credit) or any combination thereof, the Operating Lender or the Agent on behalf of the Fronting Lender, as applicable, shall forthwith after such event credit the Borrower with such fees as it has paid in respect of any such Letter of Credit for the time remaining in the period for which such fees were originally paid and applicable to the amount of the Letter of Credit on its termination or the amount of the reduction, as the case may be.

5.6 Interest on Overdue Amounts

Notwithstanding any other provision hereof, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the Borrower shall and hereby agrees to pay to the Applicable Lenders interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by Applicable Law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is made before 11:00 a.m. Calgary time), and such interest shall accrue daily, be calculated and compounded on the last Business Day of each calendar month and be payable in the currency of the relevant Borrowing on demand, as well after as before maturity, default and judgment, at a rate per annum that is equal to:

- (a) if such amount is payable in Canadian Dollars, the interest rate applicable to Prime Loans outstanding from time to time hereunder whether or not any Prime Loans are then outstanding plus the Applicable Margin plus *[Redacted]* per annum; and
- (b) if such amount is payable in U.S. Dollars, the interest applicable to U.S. Base Rate Loans outstanding from time to time hereunder whether or not any U.S. Base Rate Loans are then outstanding plus the Applicable Margin plus *[Redacted]* per annum.

The Borrower hereby waives, to the fullest extent it may do so under Applicable Law, any provisions of Applicable Law, including specifically the *Interest Act* (Canada) and the *Judgment Interest Act* (Alberta), which may be inconsistent with this Agreement.

5.7 Agent's Fees

The Borrower shall pay an agency fee to the Agent (for the Agent's sole account) at the Agent's Account for Payments, in an amount as agreed from time to time between the Agent and the Borrower, on the Effective Date and on each annual anniversary of the Effective Date and such fees shall, for purposes of this Agreement, be deemed to be an amount payable pursuant to this Agreement.

5.8 Maximum Rate Permitted by Law

No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by Applicable Law. In the event any such interest or fee exceeds such maximum rate, such interest or fee shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under Applicable Law.

5.9 Interest Generally

- (a) The theory of deemed reinvestment shall not apply to the calculation of interest or payment of fees or other amounts hereunder, notwithstanding anything contained in this Agreement or in any other Loan Document now or hereafter granted to or taken by the Agent or any Lender and all interest and fees payable by the Borrower to a Lender shall accrue from day to day and be computed as described herein in accordance with the "nominal rate" method of interest calculation.
- (b) The Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to Borrowings based on the methodology for calculating per annum rates provided for in this Agreement and the other Loan Documents. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement or any other Loan Document and the calculation thereof has not been adequately disclosed to the Borrower as required, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

5.10 Standby Fees

The Borrower shall pay standby fees to the Agent on behalf of each Syndicated Lender and to the Operating Lender calculated quarterly in arrears to and including the last day of each calendar quarter commencing with the last Business Day of the calendar quarter in which the Effective Date occurs, and payable on the third Business Day following each such calendar quarter and on the Maturity Date of each such Lender. Each payment of standby fees shall be calculated for the period commencing on and including the Effective Date or the last date on which such standby fees were payable hereunder, as the case may be, up to and including the last day of the calendar quarter for which such standby fees are to be paid or the Maturity Date applicable to such Lender (whichever is earlier) and shall be in an amount equal to the Standby Fee Rate in effect on each day during such period of calculation multiplied by the difference, if positive, obtained by subtracting the Syndicated Borrowings or the Operating Borrowings, as applicable, outstanding from such Lender for each day in the period of the calculation from the amount of such Lender's Commitment in effect on each such day. Such standby fees shall be calculated on a daily basis and on the basis of a 365 day year. For purposes of calculating standby fees payable pursuant to this Section 5.9, the amount of Borrowings outstanding from time to time in U.S. Dollars on each day during the period for

which such standby fees are payable shall for the purposes of determining an Equivalent Amount on such day be notionally converted to the Equivalent Amount in Canadian Dollars using the rate of exchange as quoted by the Bank of Canada at approximately the close of business on such day for converting U.S. Dollars to Canadian Dollars.

5.11 Interest and Fee Adjustment

In the event of a change in the Applicable Margin and Standby Fee Rate as a result of a change in the Senior Debt to EBITDA Ratio, such change shall become effective on the day on which the Borrower delivers a Compliance Certificate in accordance with the requirements hereof evidencing such change in the Senior Debt to EBITDA Ratio, or, if the Borrower has not delivered a Compliance Certificate as required by the terms hereof within the time permitted by Section 9.1(f), then such change in the Applicable Margin and Standby Fee Rate shall become effective on the latest date permitted hereunder for delivery of such Compliance Certificate and the Applicable Margin and Standby Fee Rate shall be based on the highest rate in the tables in the definitions of Applicable Margin and Standby Fee Rate for the period from the latest date permitted hereunder for delivery of such Compliance Certificate until the date of delivery thereof.

ARTICLE 6 SECURITY

6.1 Security

- (a) To secure the payment and performance of all amounts from time to time owing by the Loan Parties to the Secured Parties, the Borrower shall execute and deliver or cause to be executed and delivered to the Agent, the following documents (collectively, the "**Security**"):
 - (i) an unlimited liability guarantee from each Material Subsidiary with respect to the unconditional guarantee of the indebtedness and liabilities (other than Excluded Swap Obligations) of the Borrower and the other Material Subsidiaries to the Agent, the Lenders and the Swap Lenders;
 - (ii) an unlimited liability guarantee from the Borrower with respect to the unconditional guarantee of the indebtedness and liabilities (other than Excluded Swap Obligations) of the Material Subsidiaries to the Swap Lenders; and
 - (iii) a demand debenture in the amount of Cdn. \$4,500,000,000 granting a first priority security interest over all present and after-acquired personal property and a first floating charge over all other present and after-acquired property of each Loan Party, registered in Alberta and all other jurisdictions in which each such Loan Party carries on business.

6.2 Form of Security

Without limiting the foregoing, the Security will be in such form or forms as will be required by the Agent, acting reasonably, and will be registered in such offices in the provinces of Canada or any other jurisdiction as the Agent may from time to time reasonably require to protect the Security Interests created thereby. Should the Agent determine at any time and from time to time that the form and nature of the then existing Security is deficient in any way or does not fully provide the Secured Parties with the Security Interests and priority to which each is entitled hereunder, the Borrower will forthwith execute and deliver or cause to be executed and delivered to the Agent, at the Borrower's expense, such

amendments to the Security or provide such new security as the Agent may reasonably request, in a form satisfactory to the Agent, acting reasonably.

6.3 Subsidiary Guarantees and Subsidiary Security

To secure due repayment and satisfaction of all of the Borrower's present and future liabilities and obligations in respect of the Facilities and Swap Indebtedness and to secure due performance by the Borrower of all of its other present and future obligations hereunder and under the Loan Documents, the Borrower shall cause any such Subsidiary to execute and deliver (to the extent not already provided), on the earlier of (i) prior to or concurrently with the provision of any guarantee by such Material Subsidiary with respect to any Permitted Junior Debt and (ii) within 10 Business Days of any such Subsidiary becoming a Material Subsidiary:

- (a) a Subsidiary Guarantee, and
- (b) a floating charge debenture;

each substantially in the form as previously provided by other Material Subsidiaries, together with certified copies of constating documents and resolutions, a certificate of incumbency, a legal opinion of outside counsel with respect to the Material Subsidiary and the Security provided by it and such other documents as the Agent may reasonably require, all in a form substantially similar to those provided by the Borrower and the other Material Subsidiaries, with such changes as may be approved by the Agent, acting reasonably.

6.4 Registrations and Renewals

The Borrower shall and shall cause each other Loan Party to, at the Borrower's sole cost and expense, do all such commercially reasonable acts, execute all such instruments and provide such further assurances as the Agent may reasonably request to ensure that the priority of the Security Interests created by all of the Security executed and delivered to the Agent as contemplated hereby is duly protected and perfected by registration, filing or recordation of such Security or a caution, caveat, security notice or other appropriate instrument at all offices where necessary or of advantage to the protection or perfection thereof and to cooperate with the Agent and the Agent's counsel in renewing or refiling any registration, filing or recordation required hereby in order to preserve, protect and maintain the priority of such Security Interests, from time to time. The Agent acknowledges that until such time as:

- (a) there is a Default or Event of Default outstanding;
- (b) the Agent has received an opinion of its counsel of a change in Applicable Law or a change in accepted prudent registration practice; or
- (c) the Agent or the Majority Lenders have made a change in their registration practices generally applicable to loans of the size or nature of the Facilities so as to register fixed charge security in respect of such similar facilities;

registrations in respect of either the fixed or floating charge created by the Security against individual Oil and Gas Properties will not be required.

6.5 Security Effective Notwithstanding Date of Advance

The Security Interests constituted by any of the Security or required to be created hereby or thereby shall be effective, and the undertakings as to Security Interests herein or in any Security shall be

continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Security Interest or before or after or upon the date of execution of this Agreement, and shall not be affected by the indebtedness hereunder fluctuating from time to time or the accounts established by the Agent or any Lender ceasing to be in debit balance.

6.6 Extensions, Etc.

The Lenders may directly, or through the Agent or other duly authorized representatives, grant extensions, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with any Loan Party or any other Persons, sureties or securities as the Lenders, in their sole discretion, may see fit, all without prejudice to the liability of any Loan Party under the Loan Documents or the rights of the Lenders under the Loan Documents.

6.7 Notice of Name Change

The Borrower shall notify the Agent of any details, as soon as available, of any proposal to change the name of any Loan Party, the jurisdiction of its incorporation, the location of its chief executive office or the acquisition of Collateral having in aggregate a fair value in excess of Cdn. \$10,000,000 in any such jurisdiction other than Alberta, British Columbia or Saskatchewan, and in any event not less than ten (10) Business Days prior to any such change.

6.8 No Merger

The taking of any Security as provided under this Agreement or any Loan Document shall not operate by way of merger of any of the obligations of any Loan Party or any successor of any Loan Party under any Loan Document, or of any Security Interest, guarantee, contract, promissory note, bill of exchange or security in any other form, whether or not similar to the foregoing, and no judgment recovered by the Agent on behalf of the other Secured Parties shall operate by way of merger or in any way affect the Security provided for in this Agreement, which shall be in addition to and not in substitution for any other security now or hereafter held by the Secured Parties whether for indebtedness hereunder or under any Security. For greater certainty, no judgment recovered by any Secured Party shall operate by way of merger or in any way affect the obligation of the Borrower to pay interest at the rates, times and manner as provided in this Agreement.

6.9 Further Assurances – Security

The Borrower shall, forthwith and from time to time on the reasonable request of the Agent, grant and shall cause each other Loan Party to grant to the Agent on behalf of the Secured Parties all such further rights and Security Interests necessary or of advantage to the Agent to permit it to operate the Oil and Gas Properties or to sell the Oil and Gas Properties in a liquidation of assets or as a going concern following the occurrence of an Event of Default. In addition, the Borrower shall, and shall cause each other Loan Party to forthwith and from time to time on the reasonable request of the Agent, execute and do or cause to be executed and done all assurances and things which in the opinion of the Agent may be necessary or of advantage to give the Secured Parties the Security Interests and the priority intended to be created by the Security.

6.10 Material Subsidiary Designation

The Borrower may from time to time by notice in writing to the Agent be entitled to designate that:

- (a) a Material Subsidiary will no longer be a Material Subsidiary; or
- (b) a wholly-owned (directly or indirectly) Subsidiary of the Borrower which is not currently a Material Subsidiary be designated as a Material Subsidiary;

provided that any Subsidiary which provides a guarantee under or in connection with any Permitted Junior Debt, will in each case at all times be deemed to be a Material Subsidiary and provided further that the Borrower shall not be entitled to make any such designation if immediately after giving effect to any such designation:

- (c) a Default or Event of Default would occur or be continuing; or
- (d) such Person proposed to become a Material Subsidiary has not provided the Security required to be provided pursuant to Section 6.1, together with the other documents required pursuant to Section 6.3, all in form and substance satisfactory to the Agent, acting reasonably.

The Borrower will ensure at all times that each Material Subsidiary is a direct or indirect wholly-owned Subsidiary of the Borrower. If the Borrower requests that a Material Subsidiary no longer be designated as a Material Subsidiary and the conditions in Section 6.10(c) have been or will be satisfied, the Agent shall confirm in writing the redesignation of such Material Subsidiary as a Subsidiary and the Security of such Subsidiary shall be cancelled and released.

6.11 Release and Amendment of Security

No Lender shall, during the term of this Agreement, discharge, surrender, amend or otherwise modify any Security without the prior written consent of all of the Lenders, provided that the Agent may discharge Security provided hereunder at the discretion of the Agent with respect to Permitted Dispositions and as described in Section 6.10. The Lenders hereby authorize the Agent, and the Agent hereby agrees, to discharge the Security at the Borrower's sole cost and expense forthwith after all of the Lender Outstandings have been unconditionally and irrevocably paid or performed in full and the Facilities and all Lender Swaps have been terminated or collateralized to the satisfaction of the Agent and the applicable Swap Lenders.

6.12 Permitted Encumbrances and Permitted Indebtedness

None of:

- (a) the fact that any Person is permitted to create or suffer to exist any Permitted Encumbrance or Permitted Indebtedness;
- (b) the fact that any representation, warranty or covenant herein may make an exception for the existence of Permitted Encumbrances or Permitted Indebtedness; or
- (c) the fact that the Security Interests created pursuant to the Loan Documents are stated to be subject to, or are not required to rank in priority to, Permitted Encumbrances;

shall in any manner, nor in any cause or proceeding, directly or indirectly, be taken to constitute a subordination of any Security Interest created pursuant to the Loan Documents to any Permitted Encumbrance or to any other Security Interest or other obligation whatsoever, or that the indebtedness under the Loan Documents is in any way subordinate or junior in right of payment to any Permitted Indebtedness, it being the intention of the parties that all Security Interests created pursuant to the Loan

Documents shall at all times, to the maximum extent permitted by Applicable Law, rank as first priority Security Interests in priority to Permitted Encumbrances and all other Security Interests or other obligations whatsoever and that the indebtedness under the Loan Documents will rank in right of payment at all times at least equally with such Permitted Indebtedness.

6.13 U.S. Real Property

If any Lender determines, acting reasonably, that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender to hold or benefit from a Security Interest over real property pursuant to any law of the United States of America or any State thereof, such Lender may notify the Agent and disclaim any benefit of such Security Interest to the extent of such illegality; provided, that such determination or disclaimer shall not invalidate or render unenforceable such Security Interest for the benefit of any other Lender.

ARTICLE 7 PAYMENT AND TAXES

7.1 Time, Place and Currency of Payment

Payments of principal, interest, fees and all other amounts payable by the Borrower pursuant to this Agreement shall be paid in the currency in which it is due for value at or before 11:00 a.m. (Calgary time) on the day such payment is due. If any such day is not a Business Day, such amount shall be deemed for all purposes of this Agreement to be due on the Business Day next following such day and any such extension of time shall be included in the computation of the payment of any interest or fees payable under this Agreement. All payments in respect of the Syndicated Facility and the Term Facility shall be made at the Agent's Account for Payments and all payments made in respect of the Operating Facility shall be made at the Operating Lender's Account for Payments.

7.2 Application of Payments

Except as otherwise agreed to by all of the Lenders in their sole discretion, all payments made by or on behalf of the Borrower pursuant to this Agreement, so long as no Default or Event of Default has occurred and is continuing, shall be applied by the Agent rateably among the Lenders and the Agent in accordance with amounts owed to the Lenders and the Agent in respect of each category of amounts set forth below, each such application to be made in the following order with the balance remaining after application in respect of each category to be applied to the next succeeding category:

- (a) **Agents Fees:** firstly, in payment of any amounts due and payable as Agent's fees referred to in Section 5.7;
- (b) **Expenses:** secondly, in payment of any amounts due and payable as and by way of recoverable expenses hereunder or under any Loan Document if the Borrower has failed to pay such expenses when required hereunder or thereunder;
- (c) **Standby Fees:** thirdly, in payment of any amounts due and payable as and by way of the standby fees referred to in Section 5.9;
- (d) **Interest and Fees:** fourthly, in payment of any amounts due and payable as and by way of interest pursuant to Sections 5.1, 5.2, 5.3 and 5.4, fees pursuant to Section 5.5, and interest on overdue amounts pursuant to Section 5.6; and

- (e) **Other Amounts (other than Borrowings):** fifthly, in payment of any amounts (other than Borrowings) then due and payable by the Borrower hereunder or under any Loan Document other than amounts hereinbefore referred to in this Section 7.2;

with the balance to be applied to repay or otherwise reduce Borrowings then due and payable so that the Borrowings outstanding hereunder to each Lender will to the extent possible, be in the same proportion as its Lender's Proportion.

7.3 Taxes

The Borrower shall make all payments to the Agent on behalf of the Lenders without set-off or counterclaim, free and clear of, and without deduction for or on account of, any Tax. If any Tax is deducted or withheld from any payments, the Borrower shall promptly remit to the Agent on behalf of the Lenders the equivalent of the amounts so deducted or withheld together with the relevant official receipts or other evidence satisfactory to the Agent evidencing payment to the appropriate taxing authority of each such Tax by the Borrower on behalf of the Lenders.

If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the United States Internal Revenue Code of 1986, as amended from time to time (the "**Code**"), as applicable), such Lender shall deliver to the Borrower or the Material Subsidiary, as applicable, and the Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower, such Material Subsidiary or the Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, such Material Subsidiary or the Agent as may be necessary for the Borrower, such Material Subsidiary and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this Agreement, "**FATCA**" means sections 1471 through 1474 of the Code (amended from time to time), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

7.4 Account Debit Authorization

The Borrower authorizes and directs the Agent and the Operating Lender, as applicable, in its discretion, to automatically debit, by mechanical, electronic or manual means, the bank accounts of the Borrower maintained with TD (for so long as TD is Agent and Operating Lender hereunder) for all amounts payable under the Loan Documents including, without limitation, in respect of principal, interest and fees payable under this Agreement and recoverable expenses due and payable hereunder or under any Loan Document.

ARTICLE 8 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE BORROWINGS

8.1 Effectiveness and Conditions Precedent

This Agreement shall become effective at such time as the following conditions precedent have been satisfied:

- (a) **No Event of Default/MAE:** as of such time, there exists no Default or Event of Default, and no event or circumstance has occurred that would reasonably be expected to have a Material Adverse Effect and the Agent has received a certificate from the Borrower certifying the same;
- (b) **Representations and Warranties True:** the representations and warranties contained in Article 2 are true and correct as of such time, and the Agent has received a certificate from the Borrower certifying the same;
- (c) **Receipt of Documentation:** the Agent has received, in form and substance satisfactory to the Lenders, the following:
 - (i) a duly executed copy of this Agreement;
 - (ii) a duly executed confirmation in respect of the Security required pursuant to Section 6.1 previously provided by a Loan Party;
 - (iii) a certificate of status or similar document in respect of each Loan Party issued under the laws of the Province of Alberta;
 - (iv) an officer's certificate of each Loan Party confirming no changes to its constituting documents and bylaws and other governing documents since the date last provided to the Agent and the Lenders, or attaching copies thereof, and attaching thereto any authorizing resolutions and an incumbency certificate;
 - (v) a duly executed Environmental Certificate;
 - (vi) evidence of insurance and compliance with Section 9.1(l);
 - (vii) an opinion of Blake, Cassels & Graydon LLP, counsel to the Loan Parties, addressed to the Agent and each Lender and Lenders' counsel, relating to, *inter alia*, the existence of the Loan Parties and the authorization, execution, delivery and enforceability of the Loan Documents; and
 - (viii) such other documents and documentation which the Agent may reasonably request;
- (d) **Fees:** the Borrower has paid all fees and expenses then due to the Agent and/or the Lenders in respect of this Agreement and the Facilities; and
- (e) **Know your Client:** receipt of all information necessary in order for the Lenders to comply with legal and internal requirements in respect of money laundering legislations, proceeds of crime legislation, and "know your customer" requirements at least five Business Days prior to the Effective Date.

8.2 Conditions Precedent to each Utilization

The obligation of the Lenders to provide any Accommodation to the Borrower to issue any Letter of Credit, or to allow any Conversion or Rollover, is subject to and conditional upon satisfaction of each of the following conditions precedent:

- (a) on each Drawdown Date, Conversion Date or Rollover Date, as applicable, there exists no Default or Event of Default; and

- (b) on each Drawdown Date, the representations and warranties referred to in Section 2.1, other than those stated to be made as at a specific date, are true and correct in all material respects, or in all respects for those representations and warranties already subject to a materiality threshold, with the same effect as if made as of such date.

8.3 Waiver of a Condition Precedent

The terms and conditions of Sections 8.1 and 8.2 are inserted for the sole benefit of the Agent and the Lenders and may be waived by the Majority Lenders in respect of an Accommodation under the Syndicated Facility, the Term Lender in respect of an Accommodation under the Term Facility or the Operating Lender in respect of an Accommodation under the Operating Facility, in whole or in part with or without terms or conditions, in respect of all or any portion of a Borrowing, without affecting the right of the Agent or the Lenders to assert such terms and conditions in whole or in part in respect of any other Borrowing.

ARTICLE 9 COVENANTS OF THE BORROWER

9.1 Positive Covenants of the Borrower

The Borrower covenants and agrees with each of the Lenders and the Agent as set forth in this Article 9, each such covenant and agreement to remain in full force and effect for the term of this Agreement as provided in Section 14.9 or, in the case of provisions stated to survive termination of this Agreement as described in Section 14.9, until the discharge thereof. The covenants and agreements set forth in this Article 9 are without limitation to any covenants, undertakings or agreements elsewhere contained herein or in any of the other Loan Documents:

- (a) **Payment and Performance:** the Borrower shall and shall cause each other Loan Party to duly and punctually pay all indebtedness and liabilities as and when due by it hereunder and perform all other obligations on its part to be performed under the terms of the Loan Documents at the times and places and in the manner provided for therein;
- (b) **Maintain Corporate or Other Existence and Status:** the Borrower shall and shall cause each other Loan Party to maintain its corporate, partnership or trust existence, as applicable, in good standing and duly register and qualify and remain duly registered and qualified to do business or own or lease property or assets in each jurisdiction in which the nature of any business transacted by it, or the character of any properties or assets owned or leased by it, requires such registration or qualification, except to the extent such failure to be so registered or qualified would not reasonably be expected to have a Material Adverse Effect;
- (c) **Maintenance of and Access to Books and Records:** the Borrower shall and shall cause each other Loan Party to keep proper and adequate records and books of account in which true and complete entries will be made in a manner sufficient to enable the preparation of financial statements in accordance with GAAP, and shall permit, and shall cause each other Loan Party to permit the Agent or its representatives upon reasonable notice and from time to time during normal business hours to enter its premises and to inspect its books of accounts and operations thereof, and shall and shall cause each other Loan Party to afford access to the Agent or its representatives at any time and from time to time upon reasonable notice and during normal business hours and subject to all Applicable Laws, including any related to health, safety and the environment, to inspect the Tangibles and operation of the Oil and Gas Properties and in particular to review

documents, books, studies, reports and records relating to the Oil and Gas Properties, the Tangibles and the business of any Loan Party in relation thereto;

- (d) **Annual Financial Statements:** the Borrower shall furnish to the Agent as soon as available and in any event within one hundred twenty (120) days after the end of each Fiscal Year a consolidated balance sheet as at the close of such Fiscal Year and statements of income and changes in financial position for such Fiscal Year, setting forth in comparative form the corresponding figures of the preceding Fiscal Year together with an auditor's report prepared by a national firm of accountants confirming that its examinations of such financial statements were made in accordance with generally accepted auditing standards and, accordingly, included such tests and other procedures as it considered necessary in the circumstances and that such financial statements present fairly in all material respects the financial position of the Borrower on a consolidated basis, as of the close of such Fiscal Year and the results of their operations and the changes in their financial position for the Fiscal Year then ended, in accordance with GAAP (except as otherwise noted therein and consented to by the Majority Lenders, such consent not to be unreasonably withheld) and accompanied by detailed operating and capital schedules; provided that the Borrower shall be deemed to have satisfied its obligations under this Section 9.1(d) if and to the extent the foregoing shall have been filed with the Canadian Securities Administrators (and are accessible to the Agent) in the SEDAR filing system at www.sedar.com, and the Borrower shall have notified the Agent of such filing;
- (e) **Quarterly Financial Statements:** the Borrower shall furnish to the Agent as soon as available and in any event within ninety (90) days after the end of each of the first three (3) Fiscal Quarters of the Borrower an unaudited consolidated balance sheet of the Borrower as at the end of such Fiscal Quarter and unaudited consolidated statements of income and changes in financial position of the Borrower prepared in accordance with GAAP consistently applied and accompanied by detailed operating and capital schedules; provided that the Borrower shall be deemed to have satisfied its obligations under this Section 9.1(e) if and to the extent the foregoing shall have been filed with the Canadian Securities Administrators (and are accessible to the Agent) in the SEDAR filing system at www.sedar.com, and the Borrower shall have notified the Agent of such filing;
- (f) **Compliance Certificate and Environmental Certificate:** the Borrower shall furnish to the Agent, concurrently with the provision of the financial statements or providing notice to the Agent of the filing thereof with the Canadian Securities Administrators in the SEDAR filing system at www.sedar.com, in either case, pursuant to Sections 9.1(d) and 9.1(e), and effective as of the last day of the Fiscal Year or Fiscal Quarter, as applicable, a duly executed and completed Compliance Certificate for such Fiscal Year or Fiscal Quarter and an Environmental Certificate;
- (g) **Engineering Report:** The Borrower shall furnish to the Agent (for distribution to the Lenders) an Engineering Report not later than March 31 (or such other date as may be agreed to by the Majority Lenders) of each year and which Engineering Report shall be dated effective as of a date not earlier than December 31 of the immediately preceding year;
- (h) **Annual Budget:** the Borrower shall furnish to the Agent as soon as available and in any event no later than, one hundred twenty (120) days after the commencement of each Fiscal Year a budget for such Fiscal Year detailing therein, *inter alia*, the Budgeted Capital Expenditures;
- (i) **Provision of Information:** The Borrower shall, on a timely basis, furnish to the Agent (in sufficient copies for each of the Lenders) all prospectuses, material change reports (except those filed on a confidential basis, but only for so long as such confidentiality remains in effect) and material press releases filed by any Loan Party with securities commissions having jurisdiction and

other documents distributed by the Borrower to its shareholders. In addition to the foregoing, the Borrower shall provide to the Agent copies of all such information relating to the business, affairs, operations and financial condition of any Loan Party as the Agent may reasonably request. The Borrower shall be deemed to have satisfied its obligations under this Section 9.1(i) if and to the extent any of the foregoing shall have been filed with the Canadian Securities Administrators (and are accessible to the Agent) in the SEDAR filing system at www.sedar.com, and the Borrower shall have notified the Agent of such filing;

- (j) **ARO Reporting/Notices:** the Borrower shall provide to the Agent:
 - (i) the ARO Budget concurrently with the provision of the annual budget pursuant to 9.1(h);
 - (ii) the Abandonment and Reclamation Report and reconciliation of such report to the Borrower's consolidated balance sheet liability for abandonment and reclamation liabilities, concurrently with the provision of the annual financial statements pursuant to Section 9.1(d) and, in each case, in a format acceptable to the Agent, acting reasonably;
 - (iii) promptly following receipt thereof by it or any other Loan Party, copies of any Abandonment/Reclamation Orders (and any amendments, supplements or other modifications thereto) or other material notices or communications related to any directives, rules, regulations or other orders issued by any applicable Energy Regulator in respect of any Material Jurisdiction to any one or more of Loan Parties or otherwise affecting any of the assets of any of them relating to any non-compliance by any Loan Party with any applicable Environmental Laws in respect of any Material Jurisdiction, including liability assessments, potential or designated problem site notices, requirement to post security deposits and operator insolvency notices; provided that the aggregate estimated cost of compliance with all such orders, notices or communications would reasonably be expected to exceed the Threshold Amount; and
 - (iv) promptly following delivery of such letters of credit or security, notice to the Agent if any letters of credit or other forms of security are issued on its or any Material Subsidiary's behalf to any applicable Energy Regulator in respect of any Material Jurisdiction if the Liability Management Rating of any Loan Party is less than 2.0 in any Material Jurisdiction (or if such Liability Management Rating would have been below any such threshold absent such letter of credit or security having been delivered to the applicable Energy Regulator);
- (k) **Taxes:** the Borrower shall and shall cause each other Loan Party to file all income tax returns which are required to be filed, pay or make provision for payment (in accordance with GAAP) of all Taxes which are due and payable, and provide adequate reserves (in accordance with GAAP) for the payment of any Tax the payment of which is being contested, and shall provide the Agent upon request with evidence of such payment, in form and substance satisfactory to the Agent, acting reasonably, all except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;
- (l) **Insurance:** the Borrower shall and shall cause each other Loan Party to maintain in full force and effect such policies of insurance issued by insurers of recognized standing insuring such properties and operations and providing such coverages as would be maintained by Persons engaged in the same or similar business in the localities where such properties and operations are located, and shall, if required, furnish the Agent with certificates or other evidence satisfactory to the Agent in compliance with the foregoing provisions and, in respect of insurance policies maintained by any of the Loan Parties, the Agent shall be added as a loss payee, as its interest may appear. If such

insurance is not available on commercially reasonable terms, the Borrower shall and shall cause each other Loan Party to maintain in full force and effect such policies of insurance as are acceptable to the Lenders, acting reasonably;

(m) **Compliance With Laws and Regulations; Maintenance of Permits:** the Borrower shall and shall cause each other Loan Party to:

- (i) comply with and manage and operate the applicable Loan Party's properties and assets in compliance with all Applicable Laws, rules, regulations and orders of Governmental Authorities, including, without limitation, Environmental Laws;
- (ii) observe and conform to all valid requirements, including Governmental Actions, of any Governmental Authority relative to any applicable Loan Party's properties or assets and all covenants, terms and conditions of all agreements upon or under which any of such properties and assets are held;
- (iii) keep and maintain in effect and comply with all permits, approvals, licences and authorizations required in connection with the applicable Loan Party's business or operations; and
- (iv) store, treat, transport or otherwise handle and dispose of all hazardous materials and waste owned, managed or controlled by the applicable Loan Party in compliance with all Environmental Laws;

except to the extent failure to so possess or comply or failure to so observe and conform would not reasonably be expected to have a Material Adverse Effect provided that in the case of (i) above relating to Applicable Laws, rules, regulations and orders of Governmental Authorities relating to abandonment and reclamation activities, such compliance shall be in all material respects;

(n) **Defence of Title:** if the Security Interests granted in any Loan Document or the title to or the rights of the Agent in or to any property and assets constituting Oil and Gas Properties subject to the Security shall be endangered or shall be attacked, directly or indirectly, or if any legal proceedings are instigated against any Loan Party with respect thereto, the Borrower shall (other than with respect to Minor Title Defects) promptly give written notice thereof to the Agent and the Borrower shall and shall cause each applicable Loan Party to:

- (i) conduct itself diligently to cure any such Title Defect that is discovered or validly claimed;
- (ii) take all necessary and proper steps for the defence of title to such properties and the security granted thereunder or under any Security; and
- (iii) take such action, including employment of legal counsel, as is reasonably appropriate to the prosecution or defence of litigation with the view to the release or discharge of claim made against the title to any such properties;

(o) **Notice of Certain Events:** the Borrower shall provide the Agent with prompt written notice of:

- (i) the occurrence of any Default or Event of Default;
- (ii) any actions, suits, litigation or other proceedings of which the Borrower has knowledge which are commenced against or adversely affect any Loan Party or any Loan Party's assets

or properties, and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

- (iii) any claim that has been made by any Person against any Loan Party or any property and asset of any Loan Party which, if determined adversely, would reasonably be expected to have a Material Adverse Effect;
 - (iv) any Change of Control forthwith upon becoming aware thereof;
 - (v) the occurrence of any circumstance or event which would render any representation or warranty in Section 2.1 incorrect or untrue in any material respect if then made hereunder;
 - (vi) any material updates or modifications to any hedging policy of the Borrower that was provided to the Agent;
 - (vii) any default by a Loan Party under any term or provision of any agreement between itself and any Person which, in respect of any such other agreement, provides for recourse against it of an amount in excess of the Threshold Amount and if as a result of such default (and assuming any requirement for notice or lapse of time or other condition precedent has been satisfied) such Person has the right to accelerate any indebtedness in excess of Threshold Amount or if such Person demands payment of any indebtedness in excess of Threshold Amount it owes to such Person as a result thereof;
 - (viii) any other matter, circumstance or event that has had or would reasonably be expected to have a Material Adverse Effect;
- (p) **Operational Covenants:** the Borrower shall and shall cause each applicable Loan Party to carry on and conduct its business and keep, maintain and operate the Oil and Gas Properties and process, transport and sell the production attributable thereto, in accordance with sound oil and gas industry practice;
- (q) **Compliance Orders:** the Borrower shall forthwith notify the Agent and shall and shall cause each other Loan Party to make copies available for inspection and review on a confidential basis by representatives of the Agent upon receipt of all written orders, control orders, directions, action requests, claims and complaints from a Governmental Authority:
- (i) relating to the defective or unsatisfactory condition of the Oil and Gas Properties including, for greater certainty, the Tangibles, which are material; or
 - (ii) relating to non-compliance with any Environmental Law which are material.

The Borrower shall and shall cause each other Loan Party to proceed diligently to resolve (including without limitation, commence and diligently pursue proceedings for judicial or quasi-judicial determination as to the merits of any thereof) any such claims, complaints, notices or inquiries relating to compliance with Environmental Law where the failure to resolve the same would reasonably be expected to have a Material Adverse Effect;

- (r) **Environmental Audit:** upon the occurrence or discovery of any circumstance, condition or event which, in the opinion of the Agent, acting reasonably, would reasonably be expected to result in any Environmental Liability to any Loan Party which would reasonably be expected to have a Material Adverse Effect and, in any event, after the occurrence of an Event of Default which is

continuing, the Agent may arrange for an environmental audit to be conducted by an independent environmental engineer or other environmental consultant, at the expense of the Borrower. The Borrower shall and shall cause each other Loan Party to, upon reasonable notice, and so long as any such engineer or consultant agrees to comply with the health and safety standards generally applicable to the property or assets to be audited, provide access to its property and assets in order for such engineer or consultant to conduct such environmental and other inspections as it deems advisable and in that connection to examine the books, records, assets, affairs and business operations of the Loan Parties and to make inquiries of government offices concerning compliance by the Loan Parties with Environmental Laws;

- (s) **Ring Fence:** the Borrower will ensure at all times that (i) the Borrower and the Material Subsidiaries directly own not less than 95% of the Consolidated Tangible Assets and (ii) not less than 95% of the EBITDA of the Borrower is directly generated by the Borrower and the Material Subsidiaries;
- (t) **Anti-Terrorism Laws; Anti-Money Laundering Laws; Sanctions:** the Borrower shall, and shall cause each of its Subsidiaries to, conduct its business operations such that the representations and warranties in Sections 2.1(t) and 2.1(w) are true and correct at all times that this Agreement is in effect (and not just at, and as of, the times such representations and warranties are made or deemed to be made);
- (u) **TD LC Facility Documents.** the Borrower will promptly furnish to the Agent copies of all material notices given or received by EDC, the Borrower or any other Loan Party pursuant to or in connection with the TD LC Facility Documents to the extent not already delivered pursuant to this Agreement;
- (v) **Royalty Agreements:** the Borrower, on behalf of itself and Strathcona Partnership, shall provide to the Agent: (i) written notice of any payment default or other default under any Royalty Agreement in respect of which *[Redacted]* or *[Redacted]* has provided notice thereof to the Borrower or Strathcona Partnership, as applicable, upon receipt by the Borrower or Strathcona Partnership thereof; and (ii) a true and complete copy of any amendment, modification or restatement of, or any waiver or consent under, any Royalty Agreement;
- (w) **Permitted Junior Debt Documents:**
 - (i) prior to, or concurrently with, the issuance of any Permitted Junior Debt, the Borrower shall have delivered to the Agent and the Lenders an officer's certificate attaching a true, correct and complete copy of any Permitted Junior Debt Documents and the other documents referenced in subparagraph (f) of the definition of Permitted Junior Debt;
 - (ii) the Borrower shall and shall cause each other Loan Party to, on a timely basis, furnish to the Agent copies of all material notices received under any Permitted Junior Debt Documents; and
 - (iii) the Borrower shall provide the Agent with no less than 10 Business Days' prior written notice of the proposed issuance of any new Permitted Junior Debt and the Borrower will provide, in a timely manner, a written copy of any material alteration, amendment, modification or supplement to, or restatement of, any Permitted Junior Debt Document (or any material waiver or consent to like effect); and

- (x) **Further Assurances:** the Borrower shall do and cause each Loan Party to do all such further acts and things and execute and deliver all such further documents as shall be reasonably required by the Agent in order to ensure the terms and provisions of the Loan Documents are fully performed and carried out.

9.2 Negative Covenants of the Borrower

During the term of this Agreement, the Borrower covenants and agrees with each of the Lenders and the Agent that it shall not, and shall ensure that each other Loan Party shall not, without the prior written consent of the Agent on behalf of the Majority Lenders:

- (a) **Conduct of Business/Acquisitions:** engage in any material business or make any material investments or enter into any material ventures other than the ownership and related operation of oil and gas properties and assets in Canada and the United States of America and other activities directly related to the foregoing; nor make or enter into any material property acquisitions, investments, joint ventures or partnerships which are not in the ordinary course of, and made for the purpose of, conducting the business of the Loan Parties as described aforesaid;
- (b) **Incur Debt:** issue, create, incur, assume, permit or suffer to exist or directly or indirectly be or become in any way liable for or in respect of any Debt, other than Permitted Indebtedness;
- (c) **Permitted Junior Debt:**
 - (i) no Loan Party shall make any principal payments, repurchases, redemptions or other retirement of principal under any Permitted Junior Debt prior to its maturity, except if: (A) financed by the proceeds of a common share issuance of the Borrower or with the proceeds from Permitted Junior Debt (including re-financings thereof); or (B) after giving effect to any such repayment, repurchase, redemption or other retirement of principal, the Senior Debt to EBITDA Ratio is less than or equal to 1.75:1.00 and there is greater than Cdn.\$250,000,000 of availability under the Syndicated Facility; provided that in any case, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;
 - (ii) pay any interest on any Permitted Junior Debt during the continuance of a Default or Event of Default or if a Default or Event of Default would occur as a consequence thereof; or
 - (iii) make any amendments to any Permitted Junior Debt Document or the terms and conditions thereof that would reasonably be expected to have a material adverse impact on the interests of the Lenders or that would amend the provisions of such Permitted Junior Debt Document prescribed by clauses (c), (d), (e), (h), (i) of the definition of Permitted Junior Debt;
- (d) **Financial Assistance or Capital Contributions:**
 - (i) provide any form of Financial Assistance to any Person other than Permitted Financial Assistance; or
 - (ii) without limiting Section 9.2(a), make any contributions of capital or any other forms of equity investment in any Person that is not a Loan Party provided that capital contributions and investments in Persons other than the Loan Parties will be permitted if: (i) no Default or Event of Default has occurred and is continuing at such time and (ii) after giving effect to such capital contribution and investment (with the amount of any such capital

contribution or investment being determined at the lower of cost and fair market value), the Senior Debt to EBITDA Ratio is less than or equal to 1.75:1.00 and there is greater than Cdn.\$250,000,000 of availability under the Syndicated Facility;

- (e) **Prohibited Dispositions:** directly or indirectly sell, assign, transfer, convey, surrender, exchange, lease, sub-lease or otherwise dispose of, including by way of farmout or by way of dedication of P&NG Rights, Tangibles or reserves of Petroleum Substances, any or all of its right, title, estate and interest in or to all or any part of the Collateral other than Permitted Dispositions;
- (f) **Negative Pledge:** create, incur, assume, permit or suffer to exist any Security Interest upon or with respect to any of the Collateral except for Permitted Encumbrances;
- (g) **Change of Fiscal Year:** change the fiscal year end of the Borrower from December 31 or the basis on which the financial records of a Loan Party are now maintained, subject to Section 1.6;
- (h) **Corporate Reorganizations:** enter into or become party to any transaction of merger, amalgamation, consolidation, winding-up, plan of arrangement, reorganization or reconstruction with any Person or enter into any transaction by way of transfer, liquidation, sale, lease, disposition or otherwise, in each case, whereby all or substantially all of its undertaking, property or assets would become the property of any other Person (herein called a "**Successor**" and any such transaction herein called a "**Reorganization Transaction**"), or take any corporate, partnership or trust action in pursuance of any of the foregoing; provided that any Loan Party may do so if such Reorganization Transaction is conducted solely with another Loan Party or Loan Parties or with another Person if:
 - (i) the Reorganization Transaction would not reasonably be expected to result in a Material Adverse Effect;
 - (ii) in the case of a Reorganization Transaction by a Material Subsidiary, the Successor will satisfy the requirements of Section 6.1 and will be designated as a Material Subsidiary;
 - (iii) the total consolidated assets of such other Person are less than 5% of Consolidated Tangible Assets immediately prior to such amalgamation;
 - (iv) the Person continuing or surviving after, or resulting from, such amalgamation (the "**Amalgamation Successor**") (A) is formed under the laws of Canada or any province thereof, (B) will have assumed, including by operation of law, all the covenants and obligations of the amalgamating Loan Party under the Loan Documents, (C) remains bound by the terms of each Loan Document to which the amalgamating Loan Party was a party (including, for certainty, any Security granted thereby) and (D) the Amalgamation Successor is the Borrower or a direct or indirect wholly-owned subsidiary of the Borrower;
 - (v) the Security Interests created by the Security will continue to be a Security Interest against the property of the Amalgamation Successor in substantially the same manner and to the same extent and priority as existed immediately prior to such amalgamation;
 - (vi) such Reorganization Transaction shall be on such terms and shall be carried out in such manner as to preserve and not to impair any of the rights and powers of the Agent or any Lender hereunder and under any other Loan Documents and not to affect adversely the potential liability of the Agent or any Lender for any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied by or on behalf of any

Governmental Authority or any authority or agency therein or thereof having power to impose or levy taxes, duties, assessments or charges;

- (vii) no Event of Default or Default shall have occurred and be continuing immediately prior to such Transaction or will occur as a result of such Reorganization Transaction;
 - (viii) the Borrower shall provide the Agent with an acknowledgement agreement confirming that the matters in this Section 9.2(h) are true and attaching the constating documents of the Amalgamation Successor; and
 - (ix) to the extent requested by the Agent or any Lender, the Agent shall have received an opinion from the Borrower's legal counsel in form and substance satisfactory to the Agent, acting reasonably;
- (i) **Distributions:** make, give effect to or implement any steps or procedures to make any Distributions other than:
- (i) Distributions between Loan Parties;
 - (ii) Distributions made by the Borrower in common shares of the Borrower;
 - (iii) Distributions that constitute a repurchase by the Borrower of common shares issued to employees of the Borrower that are made in the normal course of business up to a maximum amount of Cdn.\$10,000,000 in any calendar year provided no Default or Event of Default exists or would exist or would reasonably be expected to exist upon making such Distribution;
 - (iv) Distributions that constitute share compensation payments to employees of the Borrower that are made in the normal course of business; and
 - (v) any other Distribution so long as no Default or Event of Default exists or would reasonably be expected to exist upon making such Distribution provided that after giving effect to such Distribution, the Senior Debt to EBITDA Ratio is less than or equal to 1.75:1.00 and there is greater than Cdn.\$250,000,000 of availability under the Syndicated Facility;
- (j) **Swaps:** enter into, transact or have outstanding any Swaps for speculative purposes, and at no time shall the Borrower or any other Loan Party, enter into Commodity Hedges, if at the time of entering into such Commodity Hedges, the aggregate amount of all commodities hedged under such Commodity Hedges exceeds, for any Fiscal Quarter, 100% of Loan Parties' current forecasted average daily production volume for crude oil, natural gas and natural gas liquids, after royalties, in such Fiscal Quarter.
- (k) **Partnerships:** add any Person as a partner to a Material Subsidiary which is a partnership if such Person is not a Loan Party; nor transfer any Voting Shares, units or other ownership interests in any Material Subsidiary which is a partnership if the transferee is not a Loan Party; nor make any changes, amendments or supplements to the partnership agreement relating to such partnership which would reasonably be expected to adversely affect the Lenders in a material manner;
- (l) **Insurance Proceeds:** make any application or use of any insurance proceeds received by it in respect of any single claim or event which are in excess of Threshold Amount, which are not used to repair or replace Tangibles which are the subject of such insurance claim;

- (m) **Cash Hoarding:** the Borrower will not, and will not permit any Subsidiary to, use the proceeds of any Accommodation to accumulate or maintain cash or cash equivalents in one or more accounts (including, for certainty, any depository, investment or securities account) maintained by or on behalf of the Borrower and/or any Subsidiary (or otherwise accumulate or maintain the same in some other manner) if, after giving effect to such Accommodation, the aggregate amount of such cash and cash equivalents would be greater than the Threshold Amount, but excluding therefrom cash or cash equivalents accumulated therein which has a specified and legitimate business purpose (other than simply accumulating a cash reserve), and, for certainty, the Lenders may refuse to make any requested Accommodation which the Lenders, acting reasonably, determine would result in a contravention of this Section 9.2(m);
- (n) **No Accounts:** establish or maintain any deposit accounts, operating accounts or other bank accounts or any securities or other investment accounts with, or have any cash or Cash Equivalents on deposit with, in each case, any financial institution or other person other than a Lender (provided a Lender offers such accounts and other products and services on commercially competitive terms, failing which, such accounts shall be maintained with another Lender acceptable to the Agent, acting reasonably) except for an account with a trustee or administrator of, or with respect to, any employee benefit plans;
- (o) **TD LC Facility/EDC Indemnity:** notwithstanding the terms of any TD LC Facility Document, (i) make any repayment or prepayment of indebtedness or other obligations owing under the TD LC Facility or the EDC Indemnity (or any portion thereof), including payment of interest, if a Default or Event of Default exists or would reasonably be expected to result therefrom at the time of any such payment;
- (p) **Amendments to TD LC Facility Documents:** amend, restate, supplement or otherwise modify any TD LC Facility Document in a manner that would reasonably be expected to have a material and adverse impact on the interests of the Lenders;
- (q) **Amendments to Royalty Agreements:** terminate, amend, supplement or modify (as applicable) any Royalty Agreement or any provision thereof, or provide any waiver or consent to like effect or take any steps in furtherance of any of the foregoing, in a manner that would reasonably be expected to have a material and adverse impact on the interests of the Lenders;
- (r) **Affiliated Royalty Agreements:** enter into any Affiliated Royalty Agreement (as defined in the Royalty Agreements) other than the Royalty Agreements; and
- (s) **Transactions with Affiliates:** except as otherwise specifically permitted hereunder, enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its Affiliates, or with any of its or their directors or officers, or enter into, assume or suffer to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of the applicable Loan Party and which is upon fair and reasonable terms not less favourable to the applicable Loan Party than it would obtain in comparable arms-length transaction; provided that such restriction will not apply to any transaction between the Loan Parties.

9.3 Financial Covenants

During the term of this Agreement, the Borrower covenants and agrees with each of the Lenders and the Agent that, unless the Majority Lenders otherwise consent in writing:

- (a) Total Debt to EBITDA Ratio: as at the end of each Fiscal Quarter, the Total Debt to EBITDA Ratio shall not exceed 4.0:1.0;
- (b) Senior Debt to EBITDA Ratio: as at the end of each Fiscal Quarter, the Senior Debt to EBITDA Ratio shall not exceed 3.5:1.0; and
- (c) Interest Coverage Ratio: as at the end of each Fiscal Quarter, the Interest Coverage Ratio shall not be less than 3.5:1.0.

ARTICLE 10 EVENTS OF DEFAULT

10.1 Events of Default

The occurrence of any one or more of the following events or circumstances constitutes an Event of Default under this Agreement:

- (a) **Failure to Pay Principal:** the failure of the Borrower to make any payment of any Borrowings when due hereunder;
- (b) **Failure to Pay Interest or Fees:** the failure of the Borrower to make any payment of any interest or fees or any portion thereof when due hereunder and such default shall remain unremedied for a period of three (3) Business Days after written notice from the Agent to the Borrower that such amount is overdue;
- (c) **Covenants:** if there is a breach or failure of due performance or observance by any Loan Party of any covenant or provision of this Agreement or any of the Loan Documents (other than those otherwise dealt with in this Section 10.1), unless such breach or failure is cured to the satisfaction of the Majority Lenders, acting reasonably, within twenty (20) Business Days after written notice thereof by the Agent to the Borrower;
- (d) **Other Covenants:** if any Loan Party fails to observe any of its covenants and obligations under Sections 3.5 (*Purpose*), 9.2(b) (*Permitted Indebtedness*), 9.2(c) (*Permitted Junior Debt*), 9.2(i) (*Distributions*) or Section 9.3 (*Financial Covenants*);
- (e) **Misrepresentations:** if any representation or warranty made or deemed to be made by the Borrower or any other Loan Party in any Loan Document, certificate or document shall prove to have been incorrect in any material respect when made or deemed to be made or repeated hereunder or thereunder; provided that if the matter, defect or deficiency which is the subject matter of the misrepresentation is capable of correction or remedy (and not merely by changing the representation made), then if it is not corrected or remedied to the satisfaction of the Majority Lenders, acting reasonably, within twenty (20) Business Days after written notice thereof by the Agent to the Borrower;
- (f) **Cross Default:** if any Loan Party or the Person primarily liable or jointly and/or severally liable in the case of any contingent or joint and/or several obligation of any Loan Party is in default under Permitted Junior Debt or other term or provision of any agreement evidencing or securing Debt between itself and any Person (other than this Agreement, Debt under the EDC Indemnity or the TD LC Facility) and such breach or default is in respect of an amount which (taken together with any other such breaches or defaults in respect of Debt and taken together with any accelerated amounts in respect of Debt) is in the aggregate in excess of the Threshold Amount; and, in either

case, such breach or default is not remedied within any applicable cure period in the agreement with respect to Debt;

- (g) **Cease to Carry on Business:** if any Loan Party ceases or threatens to cease to carry on business;
- (h) **Voluntary Insolvency:** if any Loan Party shall:
 - (i) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or any part of its assets or undertaking having a value (for all Loan Parties subject to such an appointment at the same time) in the aggregate in excess of the Threshold Amount;
 - (ii) make or threaten to make a general assignment for the benefit of creditors or make or threaten to make a bulk sale of its assets; or be unable, or admit in writing its inability or failure, to pay its debts generally as they become due;
 - (iii) commence any case, proceeding or other action under any existing or future Applicable Law relating to bankruptcy, insolvency, reorganization, winding-up or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement (including an arrangement or proceeding under the *Canada Business Corporations Act* or the *Business Corporations Act* (Alberta) or any other analogous provincial or federal statute, as applicable), adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or an arrangement with creditors or taking advantage of any insolvency law or proceeding for the relief of debtors, or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding;
 - (iv) take corporate or partnership action for the purpose of effecting any of the foregoing; or
 - (v) commit or threaten to commit an act which, if committed by a corporation, would constitute bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or any statute passed in substitution therefor, as amended from time to time;
- (i) **Involuntary Insolvency:** if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against any Loan Party seeking in respect of it an adjudication in bankruptcy, reorganization, dissolution, winding-up, liquidation, a composition or arrangement (including an arrangement or proceeding under the *Canada Business Corporations Act* or the *Business Corporations Act* (Alberta) or any other analogous provincial or federal statute, as applicable) with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or the like of such Loan Party or of all or any part of its assets having a value (for all Loan Parties subject to such an appointment at the same time) in the aggregate in excess of the Threshold Amount, or any other like relief in respect of such Loan Party under any bankruptcy or insolvency law and, if such case, proceeding or other action is being contested by the Borrower in good faith, the same shall continue undismissed or unstayed and in effect for any period of twenty (20) Business Days (or such longer period, not exceeding sixty (60) days, as is required to dismiss or stay or render ineffective such case, proceeding or other action); provided that if an order, decree or judgment is granted (whether or not entered or subject to appeal) against a Loan Party thereunder or a trustee, receiver or liquidator is appointed in the interim and such order, decree, judgment or appointment is not stayed or discharged within five (5) days of it being granted, such grace period shall cease to apply;

- (j) **Disposition of Assets:** if any Loan Party shall pass an effective resolution or initiate steps or proceedings for the purpose of authorizing the disposition of all or substantially all of its property, assets and undertakings (except for a disposition in accordance with and as permitted by Section 9.2(e) or 9.2(h));
- (k) **Change in Ownership:** if, at any time:
 - (i) each Material Subsidiary is not wholly-owned, directly, by the Borrower or another Material Subsidiary (unless any such Material Subsidiary ceases to exist pursuant to any one or more reorganization transactions made subject to and in accordance with Section 9.2(h)); or
 - (ii) a Change of Control occurs;
- (l) **Judgments:** if a final judgment or judgments for the payment of money shall be rendered against any Loan Party in an amount in excess of the Threshold Amount and the same shall remain undischarged for a period of twenty (20) Business Days during which such judgment or judgments shall not be on appeal or execution thereof shall not be effectively stayed;
- (m) **Writs:** if writs, executions, attachments or similar processes are issued or levied against any of the property of any Loan Party, in an aggregate amount which is in excess of the Threshold Amount and such writ, execution, attachment or similar process remains undischarged or unreleased for a period of twenty (20) Business Days;
- (n) **Encumbrancers:** if encumbrancers or lienors lawfully take possession of any property of any Loan Party having a value in an aggregate amount which is in excess of the Threshold Amount and such possession continues for a period of twenty (20) Business Days;
- (o) **Invalid Loan Documents:** if any material provision of any Loan Document continues to be invalid or unenforceable in whole or in a material part, or any of the Security Interests in and to any material Collateral constituted by the Security fails to attach thereto or to have the priority intended thereby, and, in either case, the same is not cured to the satisfaction of the Majority Lenders, acting reasonably, within twenty (20) Business Days after notice thereof by the Agent to the Borrower;
- (p) **Lender Swaps:** if any Loan Party breaches or is in default under any Lender Swap and as a result thereof the Swap Indebtedness of such Loan Party thereunder has been accelerated or deemed to have been accelerated and has not been paid within any applicable cure period;
- (q) **Swaps:** if any Loan Party breaches or is in default under any Swap which is not a Lender Swap and as a result thereof the indebtedness of such Loan Party thereunder has been accelerated or deemed to have been accelerated and has not been paid within any applicable cure period and the aggregate amount of all such accelerated amounts under all such Swaps, when taken together with the aggregate amount of any breaches or defaults provided for by Section 10.1(f), is in excess of the Threshold Amount;
- (r) **EDC Indemnity:** if any Loan Party fails to make payment of principal, interest or other amounts owing under the EDC Indemnity in an aggregate amount exceeding \$10,000,000 after the expiry of any applicable grace period in respect thereof;
- (s) **TD LC Facility:** if the Borrower fails to make payment of principal, interest or other amounts owing under the TD LC Facility after the expiry of any applicable grace period in respect thereof;

other than where any such failure to pay is the direct result of a technical or administrative nature, provided that any such missed payment is made immediately upon the Borrower becoming aware thereof;

- (t) **Cross Default to Royalty Agreements:** if a default, event of default or other similar condition or event (however described) in respect of the Borrower or Strathcona Partnership occurs or exists under any Royalty Agreement and the Borrower or Strathcona Partnership, as applicable, fails to remedy or cure such default, event of default or other similar condition or event within the cure period provided for therein and such failure permits *[Redacted]* or *[Redacted]* to realize upon or enforce any Security Interests held by it against or in respect of the property and assets the Borrower or Strathcona Partnership, as applicable;
- (u) **Qualified Auditor Report:** If the audited financial statements that are required to be delivered to the Agent pursuant to Section 9.1(d) contain a going concern note or a material qualification that is not acceptable to the Majority Lenders, acting reasonably, and, if unacceptable, such qualification is not rectified or otherwise dealt with to the satisfaction of the Majority Lenders within a period of twenty (20) Business Days after the delivery of such financial statements;
- (v) **Minimum Liability Management Rating:** If the Liability Management Rating of any Loan Party which owns or operates any LMR Assets in any Material Jurisdiction becomes less than (i) 0.75 in British Columbia or (ii) 1.25 in any other Material Jurisdiction and remains below such threshold for a period of 90 days after written notice thereof is given by the Agent to the Borrower; or
- (w) **Abandonment and Reclamation Orders:** If (i) any one or more of the Loan Parties becomes subject to any Abandonment/Reclamation Orders issued by any Energy Regulator, (ii) the aggregate estimated cost of compliance with all such orders would reasonably be expected to exceed the Threshold Amount (provided that, for the purpose of determining any such estimated cost, the Borrower shall provide the Agent with a reasonable and factually supportable estimate of such costs within ten (10) Business Days of its receipt of the applicable order and shall deliver to each Lender all such other relevant information related to such estimate as may be reasonably required by any such Lender) and (iii) such orders are not withdrawn or satisfied (as such order(s) may be amended, supplemented or otherwise modified by the issuing Energy Regulator) within the relevant timelines set out in such orders and any applicable appeal periods in respect thereof have expired.

10.2 Acceleration

Upon the occurrence of any Event of Default which has not been remedied or waived, the Agent, on behalf of the Lenders and with the approval of the Majority Lenders, shall be entitled to, without limiting or restricting other remedies or rights under contract, at law or in equity, as the Agent and the Majority Lenders may in their sole and unfettered discretion determine:

- (a) **Terminate Commitment:** cease to make or continue any Borrowings hereunder, notwithstanding any prior receipt by the Agent of a Borrowing Notice, Conversion Notice or Rollover Notice or any other event and the Agent may, by written notice to the Borrower, declare the Total Commitment and the right of the Borrower to apply for further Accommodations to be terminated; and
- (b) **Acceleration Notice:** by written notice to the Borrower (an "Acceleration Notice"), declare all Borrowings (including the undrawn amount of all outstanding Letters of Credit) and other liabilities and indebtedness (whether matured or unmatured) of the Borrower to the Agent and the Lenders hereunder and under the other Loan Documents to be immediately due and payable (or to be due

and payable at such later time as may be stated in such notice) without further demand, presentation, protest or other notice of any kind, all of which are expressly waived by the Borrower;

provided that upon the occurrence of an Event of Default specified in Section 10.1(h) or 10.1(i) the Commitment shall automatically terminate and all Borrowings (including the undrawn amount of all outstanding Letters of Credit) and other indebtedness and liabilities hereunder and under the other Loan Documents shall automatically become due and payable, in each case without any requirement that notice be given to the Borrower. Immediately upon the occurrence of an Event of Default specified in Section 10.1(h) or 10.1(i) or at the time stated in an Acceleration Notice, the Borrower shall pay to the Agent on behalf of the Lenders all amounts owing or payable in respect of all Borrowings (including the undrawn amount of all outstanding Letters of Credit) and other indebtedness and liabilities hereunder and under the other Loan Documents, failing which all rights and remedies of the Agent and the Lenders under the Loan Documents shall thereupon become enforceable.

10.3 Demands for Repayment

- (a) **Lender Demands:** If the Agent, on behalf of the Majority Lenders, delivers an Acceleration Notice, each Swap Lender may, within three (3) Business Days, deliver (to the extent applicable to it) a Swap Demand for Repayment.
- (b) **Termination Event:** If a Termination Event has occurred and all the Lender Outstandings are not thereafter due and payable, each Lender and Swap Lender shall, within three (3) Business Days, deliver such Demands for Repayment as may be necessary to ensure that all Lender Outstandings are thereafter due and payable under the Credit Agreements.
- (c) **Swap Demand:** If any Swap Lender proposes to deliver a Swap Demand for Repayment, such Lender shall notify the Agent of its determination, and the Agent, within a further five (5) Business Days after receipt of the aforesaid notice, shall notify all Swap Lenders whether the Agent, on behalf of the Majority Lenders, proposes to deliver an Acceleration Notice hereunder. If the Agent does not so advise the Swap Lenders within such five (5) Business Day period it shall be deemed to have advised that the Majority Lenders do not propose to deliver an Acceleration Notice. If the Agent does notify the Swap Lenders that the Majority Lenders propose to deliver an Acceleration Notice, all Demands for Repayment shall be delivered concurrently by the Agent and the Swap Lenders. If the Agent does notify the Swap Lenders that the Majority Lenders do not propose, or the Agent is deemed to have advised that the Majority Lenders do not propose, to deliver an Acceleration Notice, the Swap Lender which delivered the notice to the Agent may at any time within thirty (30) Business Days thereafter deliver the Swap Demand for Repayment. If the Swap Lender delivering any such Demand for Repayment does not receive the amount so demanded on or prior to the time stated in such Swap Demand for Repayment, such Swap Lender shall so notify the Agent and the Agent and each other Lender and Swap Lender shall forthwith concurrently deliver such Demands for Repayment as may be necessary to ensure that all Lender Outstandings are thereafter due and payable under the Credit Agreements.
- (d) **No Sharing:** Any amounts which are lawfully received by any Swap Lender under a Swap prior to the earlier of the delivery by the Agent of an Acceleration Notice or the occurrence of a Termination Event hereunder are not required to be shared pursuant to the provisions of Section 10.7.
- (e) **Lender Affiliates:** If a Lender Swap is entered into with an Affiliate of a Lender, that Lender shall cause such Affiliate to deliver all Swap Demands for Repayment as required by this Section 10.3

and such obligations shall survive such Lender (at any time after any such Lender Swap was entered into) ceasing to be a Lender hereunder.

10.4 Cash Collateral Accounts

Upon the occurrence of:

- (a) a Termination Event or delivery of an Acceleration Notice; or
- (b) an event under Section 4.2 where the Borrower elects in accordance with Section 4.3 to make payment to a Cash Collateral Account of the required amount;

the Borrower shall forthwith pay to the Agent, for deposit into a Cash Collateral Account, an amount equal (in the case of (a) or (b) above) to the Lender's maximum potential liability under then outstanding Letters of Credit and (unless the Borrower makes payment of the amount required pursuant to Section 11.7) SOFR Term Loans or CORRA Loans (collectively, the "**Escrow Funds**"). The Escrow Funds shall, in the case of (a) above, be held by the Agent for set-off against future indebtedness owing by the Borrower to the Lenders in respect of such Letters of Credit and (unless the Borrower makes payment of the amount required pursuant to Section 11.7) SOFR Term Loans or CORRA Loans, or, in the case of (b) above, be applied as required by Section 4.3.

10.5 Remedies on Default

After an Event of Default:

- (a) **Majority Lenders Instructions:** if the Majority Lenders provide directions or instructions to the Agent, the Agent, on behalf of all Lenders and Swap Lenders, shall take such actions and commence such proceedings as the Majority Lenders in their sole discretion may determine and may enforce or otherwise realize upon any Security, all without any obligation to marshal any Security Interests and without additional notice, presentation, demand or protest, all of which the Borrower hereby expressly waives (to the extent such rights may be waived under Applicable Law). The rights and remedies of the Agent and the Lenders under the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. If, from time to time, there are no Lenders other than Swap Lenders, the Majority Lenders for the purposes of this Agreement shall be calculated by revising paragraph (a) of the definition of Majority Lenders to change the references to "Borrowings" to "Lender Outstandings" and deleting the words "under the Facilities"; and
- (b) **General Remedies:** the rights and remedies of the Agent and each Lender and Swap Lender under the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. The Agent may, on behalf of all Lenders and Swap Lenders, and shall, if so required by the Majority Lenders, to the extent permitted by Applicable Law, bring suit at law, in equity or otherwise for any available relief or purpose including but not limited to:
 - (i) **Specific Performance:** the specific performance of any covenant or agreement contained in the Loan Documents;
 - (ii) **Injunction:** enjoining a violation of any of the terms of the Loan Documents;
 - (iii) **Assistance:** aiding in the exercise of any power granted by the Loan Documents or by law; or

- (iv) **Judgment:** obtaining and recovering judgment for any and all amounts due in respect of the Borrowings or amounts otherwise due hereunder or under the Loan Documents.

10.6 Right of Set-Off

Upon the occurrence and during the continuance of any Event of Default, and in addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, the Agent and each Lender is authorized at any time and from time to time thereafter, without notice to the Borrower or to any other Person (any such notice being expressly waived by the Borrower), to combine, consolidate or merge all or any of the Borrower's accounts with, and liabilities, to it and to set-off and to appropriate and to apply any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness (other than Swap Indebtedness which is not Permitted Swap Indebtedness) at any time held by or owing by it to or for the credit of or the account of the Borrower against and on account of the Borrowings and other liabilities and indebtedness of the Borrower to the Agent or such Lender under this Agreement and the other Loan Documents, including, without limitation, all claims of the Agent or any Lender of any nature or description arising out of or connected with this Agreement and the other Loan Documents, irrespective of whether or not the Agent or any Lender has made any demand under this Agreement or any of the other Loan Documents and although such obligations, liabilities or claims of the Borrower or any of them are contingent or unmatured. Notwithstanding the provisions of any Swap, the Lenders and Swap Lenders shall not effect or purport to effect any set-off of Swap Indebtedness that is not Permitted Swap Indebtedness against or on account of any Lender Outstandings owed to it.

10.7 Application and Sharing of Payments Following Acceleration

Except as otherwise agreed to by all the Lenders in their sole discretion, all monies and property received by the Lenders and Swap Lenders, if applicable, for application in respect of the Lender Outstandings, obligations in respect of Cash Management Services or any other Swap Indebtedness subsequent to the delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Sections 10.1(h) or 10.1(i) and all monies received as a result of a realization upon the Security shall be applied and distributed to the Lenders and the Swap Lenders in the manner set forth below, each such application to be made in the following order with any balance remaining after application in respect of each category to be applied to the next succeeding category:

- (a) firstly, in or towards payment of any fees or expenses then due and payable to the Agent hereunder or under any other Loan Document;
- (b) secondly, *pro rata* among the Lenders in respect of amounts due and payable to such Lenders as and by way of recoverable expenses hereunder or under any of the Security;
- (c) thirdly, *pro rata* among the Lenders in respect of amounts due and payable to such Lenders by way of interest pursuant to Sections 5.1, 5.2, 5.3 and 5.4, Letter of Credit fees pursuant to Section 5.5, interest on overdue amounts pursuant to Section 5.6 and standby fees pursuant to Section 5.9;
- (d) fourthly, *pro rata* among the Lenders in respect of any other amount (other than Borrowings) not hereinbefore referred to in this Section 10.7 which are then due and payable to any of them by the Borrower hereunder or under any other Loan Document;
- (e) fifthly, *pro rata* among the Lenders and the Swap Lenders in or towards repayment of the Lender Outstandings and obligations in respect of Cash Management Services; and

- (f) sixthly, *pro rata* in or towards repayment to the Swap Lenders of all Swap Indebtedness in excess of the Permitted Swap Indebtedness.

To the extent that a Lender Swap is entered into by an Affiliate of a Lender, that Lender shall cause such Affiliate to comply with the provisions of this Section 10.7 and such obligation shall survive such Lender (at any time after any such Lender Swap was entered into) ceasing to be a Lender hereunder.

10.8 Adjustments

- (a) Notwithstanding anything herein to the contrary or any other Loan Document, if all Borrowings and all other obligations and indebtedness of the Borrower under the Loan Documents are declared by the Agent to be due and payable pursuant to Section 10.2:
- (i) each Lender agrees that it will at any time or from time to time thereafter at the request of the Agent as required by any Lender, purchase at par on a non-recourse basis a participation in Borrowings owing to each of the other Lenders and make any other adjustments as are necessary or appropriate, in order that Borrowings owing to each of the Lenders, as adjusted pursuant to this Section 10.8(a), will be in the same proportion as each Lender's Commitment was to the Total Commitment immediately prior to the Event of Default resulting in such declaration; and
 - (ii) the amount of any repayment made by or on behalf of the Loan Parties under the Loan Documents, any proceeds from the exercise of any rights and remedies of the Agent and the Lenders under the Loan Documents and any distribution or payment received by the Agent or the Lenders with respect to the Loan Parties in the event of any bankruptcy, insolvency, winding-up, liquidation, arrangement, compromise or composition, will be applied by the Agent in a manner such that to the extent possible the amount of Borrowings owing to each Lender after giving effect to such application will be in the same proportion as each Lender's Commitment was to the Total Commitment immediately prior to the Event of Default resulting in such declaration.
- (b) Each Lender shall, at any time and from time to time at the request of the Agent as required by any Lender, execute and deliver such agreements, instruments and other documents and take such other steps and actions as may be required to confirm, evidence or give effect to the foregoing.

10.9 Calculations as at the Adjustment Time

For the purposes of this Agreement, if:

- (a) **Swap Demand:** a Swap Demand for Repayment has been delivered; or
- (b) **Termination Event:** a Termination Event has occurred under any Credit Agreement evidencing a Swap;

then, for the purposes of calculations to be made at the Adjustment Time, any Termination Amount which is payable by any Loan Party under such Swap in settlement of obligations arising thereunder as a result of the early termination of the Swap shall be deemed to have become payable at the time of delivery of such Swap Demand for Repayment or the time of occurrence of such Termination Event as the case may be, notwithstanding that the amount payable by any Loan Party is to be subsequently calculated and notice thereof given to such Loan Party in accordance with such Swap. For the purposes of the foregoing, the

Agent shall make all determinations of the applicable Termination Amounts in accordance with its usual practices, acting reasonably, and for such purposes each Lender shall provide details to the Agent of its own calculations of the applicable Termination Amounts.

10.10 Lender May Perform Covenants

If any Loan Party shall fail to perform any of its obligations under any covenant contained in any of the Loan Documents within the time permitted for the performance of any such covenant or for the cure of any default thereof, the Agent may, on behalf of the Lenders and with the approval of the Majority Lenders and with prior notification to the Borrower, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds on behalf of the Lenders. If the Agent elects to effect such observance or performance, neither the Agent nor any Lender shall be liable for any failure or deficiency in effecting such observance or performance, nor for the payment of any bills, invoices or accounts incurred or rendered in connection therewith, except to the extent the Agent or such Lender is grossly negligent or acts with wilful misconduct. All amounts so paid by any Lender or the Agent hereunder shall be repaid by the Borrower on demand therefor, and shall bear interest at the rate set forth in Section 5.6 from and including the date paid by the Agent hereunder to but excluding the date such amounts are repaid in full by the Borrower and shall be secured by the Security.

10.11 Waiver of Default

Any single or partial exercise by any Lender or Swap Lender, the Agent or by the Agent on behalf of any Lender or Swap Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in the Loan Documents shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy to which the Agent or such Lender or Swap Lender may be lawfully entitled for the same default or breach, and any waiver by any Lender or Swap Lender, the Agent or by the Agent on behalf of any Lender or Swap Lender of the strict observance, performance or compliance with any term, covenant, condition or agreement contained in the Loan Documents, and any indulgence granted thereby, shall be deemed not to be a waiver of any subsequent default. To the extent permitted by Applicable Law, the Borrower hereby waives any rights now or hereafter conferred by statute or otherwise which are inconsistent with the Agent's or a Lender's or Swap Lender's rights or remedies under the Loan Documents.

ARTICLE 11 EXPENSES AND INDEMNITIES

11.1 Reimbursement of Expenses

All statements, reports (including Engineering Reports and environmental reports), certificates, opinions and other documents or information required to be furnished to the Agent or the Lenders by any Loan Party under this Agreement shall be supplied by the Borrower without cost to the Agent or any Lender. The Borrower agrees to pay promptly to the Agent and the Lenders on demand:

- (a) all reasonable out-of-pocket expenses incurred by the Agent or any Lender prior to and after the Effective Date with respect to the Facilities including, without limitation, engineering and other expert or professional costs and fees incurred in relation to the Facilities;
- (b) all reasonable legal fees and other reasonable documented out-of-pocket expenses (including syndication expenses) incurred or which may hereafter be incurred from time to time by the Agent or the Lenders in respect of the documentation, preparation, registration, negotiation, execution,

administration, periodic review, modification or amendment of the Loan Documents (including any stamp taxes or other Taxes payable in connection with the execution, delivery or enforcement of the Loan Documents); and

- (c) all expenses (including legal fees on a solicitor and his own client basis) which are incurred from time to time by the Agent or the Lenders in respect of the enforcement of the Loan Documents.

All amounts required to be paid by the Borrower pursuant to this Section 11.1 shall be paid notwithstanding no Borrowings are advanced under the Facilities or secured by the Security.

11.2 Increased Cost

If, after the date hereof, the introduction of, any change in, or the implementation of, any Applicable Law (including any capital adequacy requirement but excluding any taxes on the overall net income of a Lender or upon the overall capital of a Lender), regulation, treaty or official directive now or hereafter in effect (whether or not having the force of law) or any change in the interpretation or application thereof by any court or by any judicial or Governmental Authority charged with the interpretation or administration thereof, or if compliance by any Lender with any request from any central bank or other fiscal, monetary or other authority (whether or not having the force of law) (individually, a "**Circumstance**"):

- (a) subjects a Lender to any Tax, changes the basis of taxation of payments due to a Lender or increases any existing Tax, on payments of principal, interest or other amounts payable by the Borrower to a Lender under this Agreement;
- (b) imposes, modifies or deems applicable any reserve, special deposit, capital adequacy, regulatory or similar requirement against assets or liabilities held by a Lender, or deposits of or for the account of a Lender, or loans by a Lender, or any other acquisition of funds for loans by a Lender or commitments by a Lender to fund loans or obligations of a Lender; or
- (c) imposes on a Lender any other condition with respect to this Agreement;

and the result of (a), (b) or (c) is, in the sole determination of such Lender acting reasonably and in good faith, to increase the cost to such Lender or to reduce the income receivable by such Lender in respect of a Borrowing, such Lender (other than the Operating Lender) shall promptly notify the Agent. The Agent or the Operating Lender, as applicable, shall promptly notify the Borrower and the Borrower shall pay to the Agent or the Operating Lender, as applicable, for the benefit of such Lender from time to time that amount which compensates such Lender for such additional cost or reduction in income from time to time (except to the extent such increase in costs or reduction in income is reflected in or recovered by an increase in the Prime Rate or results from a change in the creditworthiness of the Borrower) ("**Additional Compensation**") on the next SOFR Term Interest Date in the case of a SOFR Term Loan or the next CORRA Interest Date in the case of a CORRA Loan, or on the next Interest Date in any other case (and each successive SOFR Term Interest Date, CORRA Interest Date, if applicable) unless such Lender knew, on the date of execution of this Agreement, of such Circumstance and the likely result thereof. The Borrower shall not be obligated to pay any portion of such Additional Compensation accruing under this Section 11.2 for any period prior to the date which is three (3) months prior to the date on which the Agent, on behalf of such Lender or the Operating Lender, as applicable, gives notice to the Borrower that such Additional Compensation is so accruing. A photocopy of the relevant law, regulation, treaty, official directive or regulatory requirement (or, if it is impracticable to provide a photocopy, a written summary of the same) and a certificate by a duly authorized officer of such Lender (prepared in good faith) setting forth the amount of the Additional Compensation and the basis for it must be submitted by the Agent or the Operating Lender, as applicable,

to the Borrower and is *prima facie* evidence of the amount of the Additional Compensation. If the Agent notifies the Borrower that Additional Compensation is owed, the Borrower shall pay such Additional Compensation to the Agent for the account of such Lender or to the Operating Lender, as applicable, and the Borrower shall have the right, upon written irrevocable prior notice of at least three (3) Business Days to the Agent or the Operating Lender, as applicable, to make payment in full to the Agent for the account of such Lender or to the Operating Lender, as applicable, in respect of the applicable Borrowing on the date specified in such notice together with accrued but unpaid interest and fees in respect of such Borrowing or to convert such Borrowing into another basis of Borrowing available under this Agreement.

Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or other regulatory authorities, in each case pursuant to Basel III ((i) and (ii) being, the "**New Rules**"), shall in each case be deemed to be a "change in law" for the purposes of this Section 11.2, regardless of the date enacted, adopted or issued, in each case to the extent (i) materially different from that in effect on the date hereof and (ii) that such New Rules have general application to substantially all banks and their affiliates within the jurisdiction in which the applicable Lender operates.

11.3 Illegality

If the introduction of or any change in applicable law, regulation, treaty, official directive or regulatory requirement now or hereafter in effect (whether or not having the force of law) or any change in the interpretation or application thereof by any court or by any judicial or governmental authority charged with the interpretation or administration thereof, makes it unlawful or prohibited for a Lender (in its sole opinion acting reasonably and in good faith) to make, fund or maintain the Borrowings or a portion of the Borrowings or to perform its obligations under this Agreement, such Lender may by written notice to the Borrower through the Agent terminate its obligations under this Agreement to make such Borrowings or perform such obligations and the Borrower shall either (i) prepay such Borrowings within fifteen (15) Business Days together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or (ii) convert by notice to the Agent or the Operating Lender, as applicable, such Borrowings forthwith into another basis of Borrowing available under this Agreement. Notwithstanding the foregoing, if a notice delivered by a Lender pursuant to this Section 11.3 asserts the illegality of such Lender making or maintaining U.S. Base Rate Loans or Prime Loans, the interest rate on which is determined by reference to the Adjusted Term SOFR component of the U.S. Base Rate or the Adjusted Term CORRA component of Prime Rate, as applicable, the interest rate on which U.S. Base Rate Loans or Prime Loans of such Lender are determined shall, if necessary to avoid such illegality, be determined by the Agent without reference to the Adjusted Term SOFR component of the U.S. Base Rate or the Adjusted Term CORRA component of Prime Rate, as applicable, until such affected Lender notifies the Borrower and the Agent that the circumstances giving rise to such determination no longer exist.

11.4 Temporary Market Disruption

- (a) **SOFR Term Loans:** Subject to Section 11.5, if at any time subsequent to the Borrower giving a Borrowing Notice, a Conversion Notice or a Rollover Notice to the Agent or the Operating Lender, as applicable, with regard to any requested SOFR Term Loan:
 - (i) the Agent, the Term Lender or the Operating Lender, as applicable, determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof;

- (ii) the Term Lender or the Operating Lender determines, acting reasonably, or the Agent is advised by Lenders, acting reasonably, holding at least 25% of the Total Syndicated Facility Commitment by written notice (each, a "**SOFR Suspension Notice**"), such notice to be received by the Agent no later than 12:00 noon (Calgary time) on the third Business Day prior to the date of the requested Drawdown, Rollover or Conversion, as applicable, that such Lenders have determined, acting reasonably, that Adjusted Term SOFR will not or does not represent the effective cost to such Lenders of U.S. Dollar deposits for the relevant Interest Period,

then the Agent shall give notice thereof to the Lenders and the Borrower, or the Operating Lender or the Term Lender, if applicable, shall give notice thereof to the Borrower, as soon as possible after such determination or receipt of such SOFR Suspension Notice. Upon receipt of such notice, in respect of any affected SOFR Term Loans, (A) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of such SOFR Term Loans (to the extent of the affected SOFR Term Loans or affected Interest Periods) or, failing such revocation, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to U.S. Base Rate Loans in the amount specified therein and (B) any such outstanding affected SOFR Term Loans will be deemed to have been Converted into U.S. Base Rate Loans at the end of the applicable Interest Period. Upon any such Conversion, the Borrower shall also pay accrued interest on the amount so Converted, together with any additional amounts required pursuant to Section 11.7. Subject to Section 11.5, if the Agent determines (which determination shall be conclusive and binding absent manifest error) that Term SOFR cannot be determined pursuant to the definition thereof on any given day, the interest rate on U.S. Base Rate Loans, shall be determined by the Agent without reference to clause (c) of the definition of "U.S. Base Rate".

- (b) **CORRA Loans:** Subject to Sections 11.6, if at any time subsequent to the Borrower giving a Borrowing Notice, a Conversion Notice or a Rollover Notice to the Agent or the Operating Lender, as applicable, with regard to any requested CORRA Loan:

- (i) the Agent, or the Operating Lender, as applicable, determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term CORRA" or "Adjusted Daily Compounded CORRA", as applicable, cannot be determined pursuant to the definition thereof;
- (ii) the Operating Lender determines, acting reasonably, or the Agent is advised by Lenders, acting reasonably, holding at least 25% of the Total Syndicated Facility Commitment by written notice (each, a "**CORRA Suspension Notice**"), such notice to be received by the Agent no later than 12:00 noon (Calgary time) on the third Business Day prior to the date of the requested Drawdown, Rollover or Conversion, as applicable, that such Lenders have determined, acting reasonably, that Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, will not or does not represent the effective cost to such Lenders of Cdn. Dollar deposits for the relevant Interest Period,

then the Agent shall give notice thereof to the Lenders and the Borrower, or the Operating Lender, if applicable, shall give notice thereof to the Borrower, as soon as possible after such determination or receipt of such CORRA Suspension Notice, as applicable. Upon receipt of such notice, in respect of any affected CORRA Loans, (A)(1) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of such CORRA Loans (to the extent of such affected CORRA Loans or affected Interest Periods), (2) in respect of Term CORRA Loans, the Borrower may elect to Convert any such request into a request for a Drawdown of, or Conversion to, Daily Compounded CORRA Loans, or, failing such revocation or election (3) the Borrower will be

deemed to have converted any such request into a request for a Drawdown of or Conversion to Prime Loans, in the amount specified therein, and (B)(1) in respect of Term CORRA Loans, the Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans, and (2) otherwise, or failing such election, any outstanding CORRA Loans will be deemed to have been converted, at the end of the applicable Interest Period into Prime Loans. Upon any such Conversion, the Borrower shall also pay accrued interest on the amount so Converted, together with any additional amounts required pursuant to Section 11.7. Subject to Section 11.6, if the Agent determines (which determination shall be conclusive and binding absent manifest error) that Term CORRA or Daily Compounded CORRA cannot be determined pursuant to the definition thereof on any given day, the interest rate on Prime Loans, shall be determined by the Agent without reference to clause (c) of the definition of "Prime Rate".

11.5 Substitute Basis of Borrowing – SOFR Term Loans

(a) Benchmark Replacement:

- (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders.
- (ii) If the Benchmark Replacement is based upon Daily Simple SOFR, all interest payments on Benchmark Loans which bear interest with reference to such Benchmark Replacement will be payable on a monthly basis.

(b) Benchmark Replacement Conforming Changes: In connection with the use or administration of any Benchmark or the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations: The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will promptly notify the Borrower of (A) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 11.5(d) and (B)

the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 11.5, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 11.5.

- (d) **Unavailability of Tenor of Benchmark:** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its discretion, acting reasonably, or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.
- (e) **Benchmark Unavailability Period:** Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrower may revoke any pending request for a Drawdown of, conversion to or Rollover of any Benchmark Loan to be made, converted or rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to the applicable Benchmark Fallback Loans and (ii) any outstanding affected Benchmark Loans will be deemed to have been Converted to the applicable Benchmark Fallback Loans, at the end of the applicable Interest Period. During any Benchmark Unavailability Period for any then-current Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of the U.S. Base Rate based upon such Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate.

11.6 **Substitute Basis of Borrowing – CORRA Loans**

- (a) **Canadian Benchmark Replacement:**
 - (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior to any setting of the then-current Canadian Benchmark, then (x) if a Canadian Benchmark Replacement is determined in accordance with clause (a) of the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of such Canadian Benchmark setting and subsequent Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any

other Loan Document and (y) if a Canadian Benchmark Replacement is determined in accordance with clause (b) of the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Canadian Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Canadian Benchmark Replacement from Lenders comprising the Majority Lenders.

- (ii) If the Canadian Benchmark Replacement is based upon Daily Compounded CORRA, all interest payments on Canadian Benchmark Loans which bear interest with reference to such Canadian Benchmark Replacement will be payable on each CORRA Interest Date.
- (b) **Canadian Benchmark Replacement Conforming Changes:** In connection with the use or administration of any Canadian Benchmark or the use, administration, adoption or implementation of a Canadian Benchmark Replacement, the Agent will have the right to make Canadian Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.
- (c) **Notices; Standards for Decisions and Determinations:** The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Canadian Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Agent will promptly notify the Borrower of (A) the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to Section 11.6(d)11.5(d) and (B) the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 11.6, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 11.6.
- (d) **Unavailability of Tenor of Canadian Benchmark:** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (i) if the then-current Canadian Benchmark is a term rate (including the Term CORRA Reference Rate) and either (A) any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its discretion, acting reasonably, or (B) the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for

a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time to reinstate such previously removed tenor.

- (e) **Canadian Benchmark Unavailability Period:** Upon the Borrower's receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, (i) the Borrower may revoke any pending request for a Drawdown of, conversion to or Rollover of any Canadian Benchmark Loan to be made, converted or rolled over during any Canadian Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to the applicable Benchmark Fallback Loans and (ii) any outstanding affected Canadian Benchmark Loans will be deemed to have been Converted to the applicable Benchmark Fallback Loans, at the end of the applicable Interest Period. During any Canadian Benchmark Unavailability Period for any then-current Canadian Benchmark or at any time that a tenor for any then-current Canadian Benchmark is not an Available Tenor, the component of the Prime Rate based upon such Canadian Benchmark or such tenor for such Canadian Benchmark, as applicable, will not be used in any determination of the Prime Rate.

11.7 Funding Indemnity

If, for any reason whatsoever and whether or not required or permitted pursuant to the provisions of this Agreement, the Borrower repays, prepays, converts or cancels a Term CORRA Loan or a SOFR Term Loan other than on the last day of a Interest Period applicable to such Term CORRA Loan or such SOFR Term Loan, or fails for any reason to borrow, convert, rollover or otherwise act in accordance with a notice given hereunder pursuant to Schedule "B", Schedule "C" or Schedule "D", the Borrower shall indemnify the Applicable Lender for any loss or expense incurred by such Lender as a direct result thereof including, without limitation, any loss of profit or expenses such Lender incurs by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to maintain the Term CORRA Loan or SOFR Term Loan, as applicable, or other Borrowing or any increased interest or other charges payable to lenders of funds borrowed in order to maintain such Term CORRA Loan or such SOFR Term Loan or other Borrowing together with any other out-of-pocket charges, costs or expenses incurred by such Lender relative thereto. A certificate of such Lender (acting reasonably and prepared in good faith) submitted by such Lender setting out the basis for the determination of the amount necessary to indemnify such Lender shall be *prima facie* evidence thereof.

11.8 General Indemnity

The Borrower hereby covenants with the Agent and each Lender that it shall at all times hereafter keep the Agent and each Lender indemnified and held harmless from and against any and all liabilities, losses, claims, damages and expenses (including, without limitation, all reasonable fees of counsel on a solicitor and his own client basis and accountant fees and expenses, court costs and all other out-of-pocket expenses) sustained, paid, incurred or suffered arising in any manner whatsoever out of or as a result of any suits (whether founded or unfounded), actions, proceedings, judgments, demands or claims instituted or made against the Agent or any such Lender in any way relating to, arising out of or incidental to any of the Loan Documents (including, without limitation, in any way relating to, arising out of, or incidental to any default by the Borrower or any other Loan Party under any provision of any of the Loan Documents) except to the extent such losses result from the gross negligence or wilful misconduct of the Agent or such Lender as determined in a final and non-appealable judgment of a court of competent jurisdiction. If and for so long as no Default or Event of Default has occurred and is continuing, the Borrower, at its option, shall be entitled to conduct the defence of such suit, action or proceeding with the participation of and taking into account the best interests of the Agent and such Lender. If the Agent or such Lender shall determine in good faith that the defence of any such suit, action or proceeding is not

being conducted in the best interests of the Agent or such Lender, the Agent or such Lender shall on notice to the Borrower be entitled to take over the sole conduct of the defence of such suit, action or proceeding and the Borrower shall not be obligated to indemnify the Agent or such Lender in respect of any legal fees and disbursements thereafter incurred in respect of such suit, action or proceeding. This indemnity shall extend to the officers, directors, employees, agents, shareholders and assignees of the Agent and each Lender.

11.9 Environmental Indemnity

- (a) The Borrower shall, and shall cause each other Loan Party to, and does hereby indemnify and hold harmless each Lender, each Swap Lender and the Agent and each of their respective directors, officers, employees and agents, and any of them (in this Section 11.9 any one or more or all of such Persons is referred to as the "**Indemnified Party**") harmless from and against any and all liabilities, losses, claims, damages and expenses (including, without limitation, all reasonable fees of counsel on a solicitor and his own client basis and accountant fees and expenses, court costs and all other out-of-pocket expenses) sustained, paid, incurred or suffered by the Indemnified Party arising in any manner whatsoever out of or as a result of any environmental claims, liabilities or obligations of any and every nature whatsoever relating to or affecting any Loan Party or the Collateral, or the property of others where any Loan Party would be reasonably likely to have any liability in respect thereof under Applicable Law (all or any item or part of the foregoing liabilities, losses, claims, damages and expenses are referred to in this Section 11.9 as "**Loss**"). Notwithstanding the generality of the foregoing, the Loan Parties shall not be obligated to indemnify the Indemnified Party to the extent any Loss has been incurred by reason of the gross negligence or wilful misconduct of any Indemnified Party as determined in a final and non-appealable judgment of a court of competent jurisdiction. The Borrower acknowledges on behalf of itself and each Loan Party that each Lender is entering into the provisions of this Section 11.9 on its own behalf and as agent and trustee for its directors, officers, employees and agents.
- (b) If any claim (in this Section 11.9 referred to as a "**Claim**") shall be asserted by any Person against the Indemnified Party which may give rise to a Loss, the Indemnified Party shall promptly notify the Borrower of all particulars of such Claim upon learning of same. The failure to give any such notice, however, shall not affect any Loan Party's liability to indemnify the Indemnified Party unless such failure adversely and materially affects its ability to defend, object to, oppose or contest that Claim.
- (c) Each Loan Party shall at all times have the right, if no Default or Event of Default has occurred and is continuing, but shall not be required, at its sole expense, to resist, defend and compromise any Claim in the name of the Indemnified Party, by legal counsel reasonably acceptable to the Indemnified Party who will cooperate in such defence on a reasonable basis; provided that the Indemnified Party shall have the right to participate in the defence or compromise of any Claim by other legal counsel of its choosing if the Indemnified Party, acting reasonably, determines it should so participate; provided that subject to Section 11.9(d), the fees and disbursements of such other counsel shall be paid by the Borrower. The Indemnified Party shall not effect any settlement or compromise of any Claim without the prior written consent of the Borrower. Notwithstanding anything herein to the contrary, the Borrower on its own behalf must defend or must cause the applicable Loan Party to defend such claim, diligently and reasonably throughout the period while such Claim exists. If any Loan Party exercises its rights under this Section 11.9, the Borrower shall cause such Loan Party not to compromise or otherwise settle a Claim without the consent of the Indemnified Party suffering such Claim, which consent shall not be unreasonably withheld or delayed. The inability of the Loan Parties to pay such Claim in full shall constitute a sufficient reason to withhold such consent.

- (d) The Loan Parties shall not, in connection with any Loss in the same jurisdiction, be liable for the fees and expenses of more than one separate legal firm for the Indemnified Parties unless such representation by the same legal counsel would be inappropriate due to actual or potential differing interests or the employment thereof has been specifically authorized by the Borrower in writing and such firm or firms shall be designated in writing by the Agent on behalf of each Indemnified Party.

11.10 Replacement Lender

If:

- (a) a Lender exercises its rights under Section 11.2, Section 11.3 or Section 11.4;
- (b) the Borrower is required under Section 7.3 to deduct any withholding Taxes in respect of amounts owing to any Lender;
- (c) any Lender withholds its consent to any amendment, consent or determination requested by the Borrower which requires the approval of either all or the Majority Lenders, as applicable, and as a consequence thereof such amendment, consent or determination cannot be obtained;
- (d) as a result of the credit risk of a Lender being unacceptable, a Fronting Lender has given a Fronting Lender Notice; or
- (e) a Lender becomes a Defaulting Lender;

the Borrower may, treating each affected Lender rateably and in the same manner as other Lenders subject to similar circumstances (all such Lenders being the "**Affected Lenders**"):

- (i) replace all Affected Lenders by reaching satisfactory arrangements with one or more existing Lenders or new Lenders that are acceptable to the Agent and the Fronting Lenders, each acting reasonably, for the purchase of all of such Affected Lenders' Commitments as long as:
 - (A) if the amendment, consent or determination required the consent of the Majority Lenders and the same was not obtained, the consent of all Lenders approving such amendment, consent or determination is obtained to the replacement of the Affected Lenders;
 - (B) such purchasing Lender(s) unconditionally offers in writing (with copy to the Agent) to purchase all of the rights and obligations of the Affected Lender(s) including all outstanding Borrowings owed to such Affected Lender(s) for a purchase price equal to the aggregate Borrowings owed to the Affected Lender(s) (payable in immediately available funds);
 - (C) the obligations of the Borrower owing pursuant to Section 7.3 and Section 11.1 to the Affected Lender(s) are paid in full to the Affected Lender(s) concurrently with such replacement; and
 - (D) all requirements set forth in Section 13.1 with respect to such assignment are complied with, including entering into of an Lender Transfer Agreement and the

payment by the purchasing Lender to the Agent (for the Agent's own account) of the assignment fee contemplated in Section 13.1, unless waived by the Agent; or

- (ii) so long as no Default or Event of Default has occurred and is continuing and without regard to Section 4.4, irrevocably cancel all but not part of the Affected Lenders' Commitments if the Borrower has prepaid or otherwise reduced all Borrowings outstanding to such Affected Lenders, and paid all accrued interest and other charges and fees in respect of such Borrowings.

ARTICLE 12 THE AGENT AND THE LENDERS

12.1 Authorization of Agent

Each Lender and Swap Lender irrevocably appoints and authorizes the Agent to exercise such powers, perform such duties, take such actions, make such decisions and determinations and give such consents under the Loan Documents as are required to be exercised, performed, taken, made, given or otherwise carried out by the Agent hereunder or under any other agreement between the Lenders (including, if applicable, Swap Lenders), together with all powers reasonably incidental thereto. As to any matters not expressly required by this Agreement, the other Loan Documents or by any other agreement between the Lenders (including, if applicable, Swap Lenders) to be carried out by the Agent, the Agent is not required to exercise any discretion or take or to refrain from taking any action except upon the written instructions of the Majority Lenders. Notwithstanding anything to the contrary in this Agreement, the Agent shall not be required to exercise any discretion or to take or to refrain from taking any action in any manner which is contrary to the Loan Documents, to any other agreement between the Lenders (including, if applicable, Swap Lenders) or to Applicable Law.

12.2 Responsibility of Agent

The Agent makes no representation or warranty and accepts no responsibility with respect to the due execution, legality, validity, sufficiency, enforceability or priority of any of the Loan Documents nor with respect to the due execution, legality, validity, sufficiency, enforceability, accuracy or authenticity of any documents, papers, materials or other information furnished by the Borrower (or any other Person, including the Agent or any Loan Party) in connection with the Loan Documents, whether provided before or after the date of this Agreement. The Agent shall incur no liability to the Lenders or Swap Lenders under or in respect of the Loan Documents with respect to anything which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances, except for its gross negligence or wilful misconduct. The Agent assumes no responsibility for the payment of any of the Borrowings or other amounts outstanding hereunder or under any other Loan Document by any Loan Party.

12.3 Acknowledgment of Lenders

Each Lender and Swap Lender acknowledges to the Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, environmental soundness, affairs, status and nature of the Loan Parties and accordingly each Lender and Swap Lender confirms to the Agent that it has not relied, and will not hereafter rely on the Agent:

- (a) **Information:** to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by any Loan Party or in connection with the Loan Documents or any Credit

Agreement (whether or not such information has been or is hereafter circulated to such Lender or Swap Lender by the Agent);

- (b) **Performance:** to inquire as to the performance by any Loan Party of its obligations under the Loan Documents or any Credit Agreement; or
- (c) **Credit Review:** to assess or keep under review on its behalf the financial condition, creditworthiness, environmental soundness, affairs, status or nature of any Loan Party.

12.4 **Rights and Obligations of Each Lender and Swap Lender**

The rights and obligations of each Lender and Swap Lender under this Agreement are several and no Lender shall be obligated to make Borrowings available to the Borrower in excess of the amount of such Lender's Commitment. The failure of a Lender or Swap Lender to perform its obligations under this Agreement shall neither:

- (a) **No Liability to Other Lenders or Swap Lenders:** result in any other Lender or Swap Lender incurring any liability whatsoever, provided however that a Lender shall remain liable at all times for the performance of the obligations of its Affiliate that is a Swap Lender; nor
- (b) **No Relief from Obligations:** relieve any Loan Party or any other Lender or Swap Lender from its respective obligations under any Loan Document.

Nothing contained herein or in any other Loan Document or Credit Agreement nor any action taken pursuant hereto or thereto shall be deemed to constitute the Lenders or Swap Lenders a partnership, joint venture or any other similar entity.

Each of the Lenders and Swap Lenders hereby acknowledge that, to the extent permitted by Applicable Law, the remedies provided hereunder to the Lenders and Swap Lenders are for their benefit collectively and acting together and not severally, and further acknowledge that its rights hereunder are to be exercised not severally but collectively by the Agent upon the decision of the Majority Lenders regardless of whether an Acceleration Notice has been delivered or an Event of Default under Sections 10.1(h) or 10.1(i) has occurred. Notwithstanding any of the provisions contained herein each of the Lenders and Swap Lenders hereby covenants and agrees that it shall not be entitled to individually take any action with respect to the Loan Documents including, without limitation, taking (including in respect of its Commitment or any indebtedness or liability owed to it) any action contemplated in Sections 10.2 and 10.5, but that any such action shall be taken only by the Agent with the prior written agreement or instructions of the Majority Lenders; provided that notwithstanding the foregoing, if the Agent, having been adequately indemnified against costs and expenses of doing so by the Lenders, shall fail to carry out any such instructions of the Majority Lenders, any Lender may do so on behalf of all Lenders and Swap Lenders and shall, in so doing, be entitled to the benefit of all protection give the Agent hereunder or elsewhere.

12.5 **Notice to Lenders and Swap Lenders**

Unless otherwise specifically dealt with in this Agreement, in the event the Agent delivers a written notice to a Lender or a Swap Lender requesting advice from such Lender or Swap Lender as to whether it consents or objects to any matter in connection with the Loan Documents, then, except as otherwise expressly provided herein, if such Lender or Swap Lender does not deliver to the Agent its written consent or objection to such matter:

- (a) where a time period is specified hereunder for the Agent or the Majority Lenders to provide any response, notice or other communication prior to the end of such period; or
- (b) where no such time period is specified hereunder, then within fifteen (15) Business Days of the delivery of such written notice by the Agent to such Lender or Swap Lender;

such Lender or Swap Lender shall be deemed not to have consented thereto.

12.6 Notices between the Lenders or Swap Lenders, the Agent and the Borrower

All notices by the Lenders or Swap Lenders to the Agent shall be through the Agent's Branch of Account and all notices by the Agent to a Lender or Swap Lender shall be through such Lender's or Swap Lender's Branch of Account. All notices or communications between the Borrower and the Lenders or Swap Lenders which are required or contemplated pursuant to the Loan Documents shall be given or made through the Agent at the Agent's Branch of Account.

12.7 Agent's Duty to Deliver Documents Obtained from the Borrower

The Agent shall promptly, and in any event within five (5) Business Days, deliver to each Lender, at its Branch of Account in hard copy or electronic form, such documents, papers, materials and other information as are furnished by the Borrower to the Agent on behalf of such Lender pursuant to this Agreement, and the Borrower shall provide the Agent with sufficient copies of all such information for such purpose.

12.8 Arrangements for Borrowings

The Agent shall promptly give written notice to each Syndicated Lender and the Term Lender, as applicable, at its Branch of Account upon receipt by the Agent of any notice given pursuant to Article 3 or Section 4.3. The Agent shall advise each Syndicated Lender and the Term Lender, as applicable, of the amount, date and details of each Syndicated Borrowing or Term Borrowing, as applicable, and of such Syndicated Lender's share in each Syndicated Borrowing. At or before 11:00 a.m. (Calgary time) on each Drawdown Date, Conversion Date or Rollover Date, each Syndicated Lender or the Term Lender, as applicable, will make available to the Borrower its share of Syndicated Borrowings or Term Borrowings, as applicable, by way of Loans by forwarding to the Agent the amount of Loans required to be made available by such Lender.

12.9 Arrangements for Repayment of Borrowings

- (a) **Prior to Demand or Acceleration:** Prior to the delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Section 10.1(h) or 10.1(i), upon receipt by the Agent of payments from the Borrower on account of principal, interest, fees or any other payment made to the Agent on behalf of the Syndicated Lenders or the Term Lender, as applicable, the Agent shall pay over to each Syndicated Lender or the Term Lender, as applicable, at its Branch of Account the amount to which it is entitled under this Agreement and shall use its best efforts to make such payment to such Syndicated Lender or the Term Lender, as applicable, on the same Business Day on which such payment is received by the Agent. If the Agent does not remit any such payment to a Lender on the same Business Day as such payment is received by the Agent, the Agent shall pay interest thereon to such Lender until the date of payment at a rate determined by the Agent (such rate to be conclusive and binding on such Lender) in accordance with the Agent's usual banking practice in respect of deposits of amounts comparable to the amount of such payment which are received by the Agent at a time similar to the time at which such payment is received by the Agent.

- (b) **Subsequent to Acceleration:** Following delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Section 10.1(h) or 10.1(i), the Lenders and Swap Lenders shall share any payments subsequently received in accordance with Section 10.7.

12.10 Repayment by Lenders to Agent

- (a) **Where the Borrower Fails to Pay:** Unless the Agent has been notified in writing by the Borrower at least one (1) Business Day prior to the date on which any payment to be made by such Borrower hereunder is due that such Borrower does not intend to remit such payment, the Agent may (but shall not be obligated to), in its discretion, assume that the Borrower has remitted such payment when so due and the Agent may, in its discretion and in reliance upon such assumption, make available to each Syndicated Lender or the Term Lender, as applicable, on such payment date an amount equal to the amount of such payment which is due to such Lender pursuant to this Agreement. If the Borrower does not in fact remit such payment to the Agent, the Agent shall promptly notify each Syndicated Lender or the Term Lender, as applicable, and each such Lender shall forthwith on demand repay to the Agent the amount of such assumed payment made available to such Lender, together with interest thereon until the date of repayment thereof at a rate determined by the Agent (such rate to be conclusive and binding on such Lender) in accordance with the Agent's usual banking practice for similar advances to financial institutions of like standing to such Lender.
- (b) **Where a Lender Fails to Pay:** Unless the Agent has been notified in writing by a Syndicated Lender or the Term Lender at least one (1) Business Day prior to a Drawdown Date, Conversion Date or Rollover Date that such Lender does not intend to make available the amount required to be made available by such Lender pursuant to this Agreement on such Drawdown Date, Conversion Date or Rollover Date, the Agent may, in its discretion, assume that such Lender has remitted funds to the Agent in an amount equal to the amount required to be made available by such Lender pursuant to this Agreement and the Agent may, in its discretion and in reliance upon such assumption, make available to the Borrower on such Drawdown Date, Conversion Date or Rollover Date an amount equal to the amount required to be made available by such Lender pursuant to this Agreement. If a Syndicated Lender or the Term Lender does not in fact remit such funds to the Agent and, if the Agent has provided funds to the Borrower on behalf of such Lender, the Agent shall promptly notify such Lender and such Lender shall forthwith remit such funds to the Agent, failing which the Borrower shall forthwith on demand repay to the Agent (without prejudice to the Borrower's rights against such Lender) the amount made available by the Agent on behalf of such Lender, in each case together with interest thereon until the date of repayment thereof at a rate determined by the Agent (such rate to be conclusive and binding on such Lender or the Borrower, as the case may be) in accordance with the Agent's usual banking practice for similar advances to financial institutions of like standing to such Lender.

12.11 Adjustments Among Lenders

- (a) **Adjustments to Outstanding Borrowings:** Each Syndicated Lender agrees that, subsequent to the Adjustment Time, it will at any time and from time to time upon the request of the Agent as required by any other Syndicated Lender purchase portions of the Syndicated Borrowings and make any other adjustments which may be necessary or appropriate, in order that amounts which remain outstanding under this Agreement to each Syndicated Lender are thereafter outstanding, as adjusted pursuant to this Section 12.11, will be in the same proportion as the Lender's Proportion of the Total Syndicated Facility Commitment. The Borrower agrees to do all things reasonably necessary or appropriate to give effect to any and all purchases and other adjustments by and between the Syndicated Lenders pursuant to this Section 12.11.

- (b) **Application of Payments:** The Lenders and Swap Lenders agree that, after the Adjustment Time, the amount of any repayment made by the Borrower under, and the amount of any proceeds from the exercise of any rights or remedies of the Agent, the Lenders and Swap Lenders under the Loan Documents or any Permitted Swaps will, subject to Section 10.7, be applied in a manner so that to the extent possible the amount of Lender Outstandings of each Lender and Swap Lender which remain outstanding after giving effect to such application will be in the same proportion as its Lender's Proportion of the aggregate Lender Outstandings of all Lenders and Swap Lenders and, after repayment of all Borrowings, and Permitted Swap Indebtedness, will be applied on account of any remaining Swap Indebtedness.
- (c) **Receipt of Payments other than Borrowings:** Notwithstanding anything contained in this Section 12.11, there shall not be taken into account for the purposes of computing any amount payable to a Lender or Swap Lender pursuant to this Section 12.11, any amount which such Lender or Swap Lender receives as a result of any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any monies owing by a Loan Party to such Lender or Swap Lender other than on account of Borrowings or Swap Indebtedness; provided that, if at any time a Lender or Swap Lender receives any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of monies owing or payable to it by a Loan Party in respect of liabilities of a Loan Party under Borrowings or Swap Indebtedness, such payments will be applied in accordance with Section 10.7; provided further that the provisions of this Section 12.11(c) shall not apply to:
- (i) a Swap Lender which sets off amounts owing by a Loan Party to such Swap Lender under a Permitted Swap against amounts owing by such Swap Lender (including, for clarity, its Affiliates) to a Loan Party under any Permitted Swap entered into between such parties; or
 - (ii) a Swap Lender which sets off amounts owing by a Loan Party to such Swap Lender under a Lender Swap (other than a Permitted Swap) against amounts owing by such Swap Lender (including, for clarity, its Affiliates) to a Loan Party under any Lender Swap (other than a Permitted Swap) entered into between such parties.

To the extent that a Lender Swap is entered into by an Affiliate of a Lender, that Lender shall cause such Affiliate to comply with the provisions of this Section 12.11, and such obligation shall survive such Lender (at any time after any such Lender Swap was entered into) ceasing to be a Lender hereunder.

- (d) **Further Assurances:** The Borrower agrees to be bound by and, at the request of the Agent, to do all things necessary or appropriate to give effect to any and all purchases and other adjustments made by and between the Lenders and Swap Lenders pursuant to this Section 12.11 but shall incur no increased indebtedness, in aggregate, by reason thereof.

12.12 Lenders' Consents to Waivers, Amendments, etc.

- (a) **Unanimous Consent of Lenders:** Any waiver of or any amendment to a provision of the Loan Documents which relates to:
- (i) a change in the types of Borrowings or interest periods relating thereto, a decrease in interest rates, standby fees, the Applicable Margin or the Standby Fee Rate, or a change in notice periods or the amount of any payments payable by the Borrower to any Lender under this Agreement including any waiver of the time of payment thereof;

- (ii) an increase in the Total Commitment (other than pursuant to Section 3.19) or an increase or decrease in the Commitment of any Lender other than as provided for herein (including, for certainty, pursuant to Section 3.19);
- (iii) a change in the definition of "Adjusted Daily Compounded CORRA", "Adjusted Daily Simple SOFR", "Adjusted Term CORRA", "Adjusted Term SOFR", "CORRA Adjustment", "Daily Simple SOFR Adjustment", "Lender's Proportion", "Majority Lenders", "Maturity Date", "Revolving Facility Maturity Date", "Syndicated Facility Maturity Date", "Term Facility Maturity Date", "Operating Facility Maturity Date" or "Term SOFR Adjustment";
- (iv) any matter which, pursuant to the Loan Documents, specifically requires the consent or agreement of all of the Lenders, rather than the consent or agreement of "the Lenders" or the "Majority Lenders" or the "Agent";
- (v) the provisions of this Section 12.12, 10.8 or Section 10.7;
- (vi) an Event of Default under Section 10.1(a) or 10.1(b); or
- (vii) any release or modification of the Security, except as provided by Section 6.11;

shall bind the Lenders and the Swap Lenders only if such waiver or amendment is agreed to in writing by all of the Lenders.

- (b) **Majority Consent:** Subject to Section 12.12(a) and Section 12.12(d) and except as otherwise provided in the Loan Documents, any waiver, consent to or any amendment to any provision of the Loan Documents and any action, consent or other determination in connection with the Loan Documents shall bind all of the Lenders and the Swap Lenders if such waiver, amendment, action, consent or other determination is agreed to in writing by the Majority Lenders.
- (c) **Agent's Consent:** Any waiver, consent to or any amendment to any provision of the Loan Documents which relates to the rights or obligations of the Agent shall require the agreement of the Agent thereto.
- (d) **Operating Lender's Consent:** Any waiver, consent to or any amendment to any provision of the Loan Documents which relates to the rights or obligations of the Operating Lender shall only require the agreement of the Operating Lender thereto.
- (e) **Syndicated Lender's Consent:** Any waiver, consent to or any amendment to any provision of the Loan Documents which relates to the rights or obligations of the Syndicated Lenders shall only require the agreement of the Syndicated Lenders thereto.
- (f) **Term Lender's Consent:** Any waiver, consent to or any amendment to any provision of the Loan Documents which relates to the rights or obligations of the Term Lender, including, without limitation, an extension of the Term Facility Maturity Date, shall only require the agreement of the Term Lender thereto.

12.13 Reimbursement of Agent's Expenses or Lender's Costs

Each Lender agrees that it will indemnify the Agent for its Lender's Proportion of the Total Commitment of any and all costs, expenses and disbursements (including, without limitation, those costs

and expenses referred to in Section 11.1) which may be incurred or made by the Agent in good faith in connection with the Loan Documents, and agrees that it will, on written demand detailing such costs, expenses and disbursements, reimburse the Agent for any such costs, expenses or disbursements for which the Agent is not promptly reimbursed at any time by the Borrower. The Agent may refrain from exercising any right, power or discretion or taking any action to protect or enforce the rights of any Lender under the Loan Documents until it has been so reimbursed.

Each Swap Lender that is not a Lender agrees that it will indemnify the Agent for any and all costs, expenses and disbursements which may be incurred or made by the Agent in good faith in connection with the enforcement of the Loan Documents or Security on behalf of such Swap Lender and agrees that it will, on written demand detailing such costs, expenses and disbursements, reimburse the Agent for any such costs, expenses or disbursements for which the Agent is not properly reimbursed at any time by the Borrower. The Agent may refrain from exercising any right, power or discretion or taking any action to protect or enforce the rights of any such Swap Lender under the Loan Documents or Security until it has been so reimbursed.

12.14 Reliance by Agent on Notices, etc.

The Agent shall be entitled:

- (a) **Reliance on Written Documents:** to rely upon any writing, letter, written notice, certificate, e-mail, statement, order or other document believed by the Agent to be genuine and correct and to have been signed, sent or made by the proper Person or Persons; and
- (b) **Reliance on Legal Advice:** with respect to legal matters, to act upon advice of legal advisors selected by the Agent concerning all matters pertaining to the Loan Documents and the Agent's duties thereunder;

and the Agent shall assume no responsibility and shall incur no liability to the Borrower or any Lender or Swap Lender by reason of relying on any such document or acting on any such advice.

12.15 Relations with Borrower

Except for the transactions provided for in this Agreement, each Lender may deal with the Borrower and any other Loan Party in all transactions and generally do any banking business with or provide any financial services to the Borrower and any other Loan Party without having any liability to account to the other Lenders therefor. Where any Lender is the Agent, with respect to its Commitment and Lender's Proportion, such Lender shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Agent.

12.16 Successor Agent

The Agent shall resign if at any time it is no longer a Lender hereunder by reason of an assignment of its rights and obligations under this Agreement and the Loan Documents pursuant to Section 13.1 and, in such event, it shall provide thirty (30) days prior written notice of any such intended assignment to each of the Lenders and the Borrower. The Agent may resign at any time by giving thirty (30) days prior written notice thereof to each of the Lenders and the Borrower. Upon any such resignation, the remaining Lenders, or Swap Lenders if there are then no Lenders, (the "**Remaining Lenders**") shall have the right to appoint a successor agent. Any successor agent appointed under this Section 12.16 shall be a Lender which has offices in Calgary, Alberta or Toronto, Ontario. If no successor agent shall have been appointed by the Remaining Lenders and shall have accepted such appointment within thirty (30) days

after the retiring agent's giving of notice of resignation, then the retiring agent may, on behalf of the Lenders, or Swap Lenders if there are then no Lenders, appoint a successor agent. Upon the acceptance of any appointment as Agent by a successor agent, such successor agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring agent as Agent, and the retiring agent shall be discharged from its duties and obligations under this Agreement as Agent. After any retiring agent's resignation or removal hereunder as the Agent, the provisions of this Agreement shall continue in effect for its benefit and for the benefit of the Lenders, or Swap Lenders if there are then no Lenders, in respect of any actions taken or omitted to be taken by the retiring agent while it was acting as the Agent.

12.17 Indemnity of Agent

Each Lender hereby agrees to indemnify the Agent (to the extent not reimbursed by the Borrower) as to its Lender's Proportion of the Total Commitment from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by the Agent under or in respect of the Loan Documents; provided that the Lenders shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's gross negligence or wilful misconduct. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its Lender's Proportion of the Total Commitment of any out-of-pocket expenses (including counsel fees) incurred by the Agent in connection with the preservation of any rights of the Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, the Loan Documents, but only to the extent that the Agent is not reimbursed for such expenses by the Borrower.

12.18 Sharing of Information

The Borrower authorizes the Agent and each Lender and Swap Lender to share among each other and with any successor, assignee, or any potential assignee, any information possessed by it regarding a Loan Party or the Loan Documents. The Agent and each Lender and Swap Lender agree to keep all information provided by the Loan Parties confidential and shall not disclose such information other than as provided for herein and other than to employees and professional advisors in the necessary course of business.

12.19 Amendment to this Article 12

Save and except for the provisions of Sections 12.16 and 12.17, the provisions of this Article 12 may be amended or added to, from time to time, without the agreement of the Borrower provided such amendment or addition does not adversely affect the rights of the Borrower hereunder or increase, in the aggregate, the liabilities of the Borrower hereunder. A copy of the instrument evidencing such amendment or addition shall be forwarded by the Agent to the Borrower as soon as practicable following the execution thereof; provided that after an Event of Default a failure to do so by the Agent shall not render it liable in damages to the Borrower.

12.20 The Agent and Defaulting Lenders

- (a) Each Defaulting Lender shall be required, to the extent permitted by Applicable Law, to provide to the Agent cash in an amount, as shall be determined from time to time by the Agent in its discretion, equal to all obligations of such Defaulting Lender to the Agent that are owing or may become owing pursuant to this Agreement, including such Defaulting Lender's obligation to pay its Lender's Proportion of any indemnification, reimbursement or expense reimbursement amounts not paid by

the Borrower. Such cash shall be held by the Agent in one or more cash collateral accounts, which accounts shall be in the name of the Agent and shall not be required to be interest bearing. The Agent shall be entitled to apply the foregoing cash in accordance with Section 12.17, in the case of amounts owing to the Agent.

- (b) In addition to the indemnity and reimbursement obligations noted in Section 12.17, the Lenders agree to indemnify the Agent (to the extent not reimbursed by the Borrower and without limiting the obligations of the Borrower hereunder) rateably according to their respective Lender's Proportion (and in calculating the Lender's Proportion of a Lender, ignoring the Commitments of Defaulting Lenders) any amount that a Defaulting Lender fails to pay the Agent and which is due and owing to the Agent pursuant to Section 12.17. Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender and which would otherwise be payable by the Defaulting Lender.
- (c) The Agent shall be entitled to set off any Defaulting Lender's Lender's Proportion of all payments received from the Borrower against such Defaulting Lender's obligations to make payments and fund Accommodations required to be made by it and to purchase participations required to be purchased by it in each case under this Agreement and the other Loan Documents. To the extent permitted by law, the Agent shall be entitled to withhold and deposit in one or more non-interest bearing cash collateral accounts in the name of the Agent all amounts (whether principal, interest, fees or otherwise) received by the Agent and due to a Defaulting Lender pursuant to this Agreement, for so long as such Lender is a Defaulting Lender, which amounts shall be used by the Agent:
 - (i) first, to reimburse the Agent for any amounts owing to it, in its capacity as Agent, by such Defaulting Lender pursuant to any Loan Document;
 - (ii) second, to repay on a *pro rata* basis the incremental portion of any Accommodations made by a Lender pursuant to Section 14.2 in order to fund a shortfall created by a Defaulting Lender and, upon receipt of such repayment, each such Lender shall be deemed to have assigned to the Defaulting Lender such incremental portion of such Accommodations;
 - (iii) third, to cash collateralize all other obligations of such Defaulting Lender to the Agent owing pursuant to this Agreement in such amount as shall be determined from time to time by the Agent in its discretion, including such Defaulting Lender's obligation to pay its Lender's Proportion of any indemnification, reimbursement or expense reimbursement amounts not paid by the Borrower; and
 - (iv) fourth, to fund from time to time the Defaulting Lender's Lender's Proportion of Lender Outstandings.
- (d) For greater certainty and in addition to the foregoing, neither the Agent nor any of its Affiliates nor any of their respective shareholders, officers, directors, employees, agents or representatives shall be liable to any Lender (including a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by the Borrower to a Defaulting Lender and received and deposited by the Agent in a cash collateral account and applied in accordance with the provisions of this Agreement, save and except for the gross negligence or wilful misconduct of the Agent as determined by a final non-appealable judgment of a court of competent jurisdiction.

12.21 Erroneous Payments

- (a) If the Agent notifies a Lender or other Secured Party, or any Person who has received funds on behalf of a Lender or other Secured Party under or pursuant to any of the Loan Documents (any such Lender or other recipient, a "**Payment Recipient**") that the Agent has determined in its sole discretion (whether or not after receipt of any notice under the immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, other Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and such Lender or other Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent in same day funds at the greater of (i) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Rate and, in respect of an Erroneous Payment in Canadian Dollars at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars may be borrowed by the Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Agent) and (ii) a rate determined by the Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect. A notice of the Agent to any Payment Recipient under this Section 12.21(a) shall be conclusive, absent manifest error provided that any such interest payable by such Lender or Person shall not be reimbursable by the Borrower under Article 11 for any reason;
- (b) Without limiting the immediately preceding Section 12.21(a), each Lender or other Secured Party, or any Person who has received funds on behalf of a Lender or other Secured Party under or pursuant to any of the Loan Documents, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Agent (or any of its Affiliates) (i) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (ii) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates), or (iii) that such Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, paid, or received, in error or by mistake (in whole or in part) in each case:
- (i) (A) in the case of immediately preceding clauses (i) or (ii), an error shall be presumed to have been made (absent express written confirmation from the Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (iii)), in each case, with respect to such payment, prepayment or repayment; and
 - (ii) such Lender or other Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Agent of its receipt of such payment, prepayment

or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agent pursuant to this Section 12.21(b);

- (c) Each Lender or Secured Party hereby authorizes the Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Agent to such Lender from any source, against any amount due to the Agent under immediately preceding Section 12.21(a) or under the indemnification provisions of this Agreement;
- (d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance with the preceding Section 12.21(a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Accommodations (but not its Commitments) under the applicable Facilities with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Facilities**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Accommodations (but not Commitments) of the Erroneous Payment Impacted Facilities, the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver a Lender Transfer Agreement with respect to such Erroneous Payment Deficiency Assignment, (ii) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender and (iv) the Agent may reflect in its records its ownership interest in the Accommodations subject to the Erroneous Payment Deficiency Assignment. Subject to Section 13.1, the Agent may, in its discretion, sell any Accommodations acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Accommodations (or portion thereof), and the Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitment of any Lender and such Commitment shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Agent has sold an Accommodations (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Agent may be equitably subrogated, the Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**");
- (e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any indebtedness and liabilities (whether matured or unmatured) of the Loan Parties outstanding to the Lenders and owed by the Loan Parties pursuant to the Loan Documents, except, in each case, to the extent such Erroneous Payment is comprised of funds received by the Agent from (i) a Loan Party or (ii) the proceeds of realization from the enforcement of one or more of the Loan Documents against or in respect of one or more of the Loan Parties, provided that, in

each case, such funds were received by the Agent for the purpose of discharging the obligations under the Loan Documents;

- (f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payment received, including waiver of any defense based on "discharge for value", "good consideration" for the Erroneous Payment or change of position by such Payment Recipient, any defense that the intent of the Agent was that such Payment Recipient retain the Erroneous Payment in all events, or any doctrine or defense similar to any of the foregoing;
- (g) Except pursuant to an Erroneous Payment Deficiency Assignment or the exercise of any Erroneous Payments Subrogation Rights (or any equivalent equitable subrogation rights), the Borrower shall not be required to reimburse the Agent for any Erroneous Payment or any loss, cost or damages related thereto or arising therefrom under any provision of this Agreement or any other Loan Document or under any legal principle or theory, whether arising by law or in equity;
- (h) Each party's obligations, agreements and waivers under this Section 12.21 shall survive the resignation or replacement of the Agent, or any assignment or transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all indebtedness and liabilities (or any portion thereof) of the Loan Parties outstanding to the Lenders and owed by the Loan Parties pursuant to the Loan Documents;
- (i) For purposes of this Section 12.21, each Lender:
 - (i) agrees it is executing and delivering this Agreement with respect to this Section 12.21 both on its own behalf and as agent for and on behalf of any Person receiving funds under the Loan Documents on behalf of such Lender;
 - (ii) represents, warrants, covenants and agrees that any Person receiving funds under the Loan Documents on behalf of such Lender are bound by the provisions of this Section 12.21; and
 - (iii) agrees that any matter or thing done or omitted to be done by such Lender or any Person receiving funds under the Loan Documents on behalf of such Lender which are the subject of this Section 12.21 will be binding upon such Lender and each Lender hereby indemnifies and saves the Agent and its Affiliates harmless from any and all losses, expenses, claims, demands or other liabilities of the Agent and its Affiliates resulting from the failure of such Lender or such Persons to comply with their obligations under and in respect of this Section 12.21, in accordance with and subject to the limitations in 12.17.

12.22 Acknowledgement Regarding Any Supported QFCs

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Lender Swap or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**", and each such QFC, a "**Supported QFC**"), the Parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the

Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the Province of Alberta and the laws of Canada applicable therein or the laws of any other jurisdiction):

- (a) in the event a Covered Entity that is Party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the Parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support; and
- (b) as used in this Section 12.22, the following terms have the following meanings:
 - (i) "**BHC Act Affiliate**" of a Party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Party;
 - (ii) "**Covered Entity**" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (iii) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (iv) "**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

ARTICLE 13

SUCCESSORS AND ASSIGNS, JUDGMENT CURRENCY AND CONFIDENTIAL INFORMATION

13.1 Successors and Assigns

The Borrower shall not assign its rights or obligations hereunder without the prior written consent of all of the Lenders. If an Event of Default has occurred and is continuing, a Syndicated Lender may, at its sole cost and expense, with the prior consent of the Agent and the Fronting Lenders (such consent not to be unreasonably withheld) and the Term Lender or the Operating Lender may, in each case, without the Borrower's consent, sell, assign or otherwise transfer in whole or in part and/or grant a syndication in its rights and obligations under this Agreement and the other Loan Documents, and a Lender may do so at any other time with the prior consent of the Borrower and, in the case of a sale, assignment or transfer by a

Syndicated Lender, the Agent and the Fronting Lenders in the case of a Syndicated Lender (such consents not to be unreasonably withheld) (a "**Disposition**") and, if assigned in part only, such assignee would acquire a Commitment of at least Cdn. \$10,000,000 or, in the case of the Operating Facility Commitment, all of such Commitment or, in the case of the Term Facility Commitment, all of such Commitment; provided however that at and after the time of the Disposition, the Borrower will not be under any obligation to pay by way of withholding tax or otherwise any greater amount than it would have been obliged to pay if the Lender had not made such Disposition. Notwithstanding the foregoing, no consent of the Borrower will be required if an assignment (a) is made between financial institutions who, at the relevant time, are already Lenders, or (b) is made by a Lender to an Affiliate of the Lender or an Approved Fund. The Borrower acknowledges that on any Disposition by a Lender to an assignee in accordance with the foregoing provisions of this Section 13.1 (a "**Permitted Assignee**"), the Permitted Assignee shall, to the fullest extent permitted by Applicable Law and subject to the terms of the Disposition, have the same rights and benefits hereunder and under the other Loan Documents and the same continuing obligations as it would have if it were such Lender hereunder; provided, however that the Agent and the Borrower shall be entitled to continue to deal solely and directly with the assignor Lender in connection with the interests so assigned unless and until such assignee becomes a Lender pursuant to a Lender Transfer Agreement executed by such assignee, the relevant assignor Lender and, if applicable, the Agent. Upon:

- (a) such execution of such Lender Transfer Agreement;
- (b) delivery of an executed copy thereof to the Borrower and the Agent;
- (c) payment by such assignee Lender to such assignor Lender of an amount equal to the purchase price agreed between such assignor Lender and such assignee Lender; and
- (d) payment by the assignor Syndicated Lender of a processing and recording fee in the amount of Cdn. \$5,000 to the Agent;

such assignor Lender shall be released from its obligations hereunder to the extent of such assignment and such assignee Lender shall for all purposes be a Lender party to this Agreement and shall have all the rights and obligations of a Lender under this Agreement to the same extent as if it were an original party hereto, and no further consent or action by the Borrower, the Lenders or the Agent shall be required. Such Lender Transfer Agreement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such assignee Lender as a Lender and the resulting adjustment of the Commitments arising from the purchase by such assignee Lender of all or a portion of the Loans and the Commitment of such assignor Lender.

Notwithstanding the foregoing, any Syndicated Lender may, without the consent of the Borrower, the Agent or the Fronting Lenders, grant one or more participations in its Syndicated Facility Commitment, as applicable, and its Lender's Proportion of any one or more of the Syndicated Borrowings to other persons, provided that the granting of such a participation: (a) shall be at the Lender's own cost; (b) shall not affect or release in any way the obligations of such Lender hereunder; (c) shall not increase the costs to the Borrower in any manner whatsoever, including hereunder or under any of the other Loan Documents (for greater certainty the Borrower will not be required to pay any amount that is greater than the amount which it would have been required to pay had no participation been granted); and (d) shall not provide the participant with any right to approve the provision by the Lender of, or restrict or cause the Lender to refrain from providing, any consent, waiver or approval hereunder or require the Borrower to deal directly with such participant. No such participant shall by virtue of such participation be party to or be a beneficiary of this Agreement.

13.2 Judgment Currency

If for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement it becomes necessary to convert into the currency of such jurisdiction (herein called the "**Judgment Currency**") any amount due hereunder in any currency other than the Judgment Currency, then such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For such purpose, "rate of exchange" means the spot rate at which the Agent or the Operating Lender, as applicable, on the relevant date at or about 2:30 p.m. (Calgary time), would be prepared to sell a similar amount of such currency in Calgary, Alberta against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of payment of the amount due, the Borrower shall, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under this Agreement in such other currency. Any additional amount due from the Borrower under this Section 13.2 shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Agreement.

13.3 Exchange and Confidentiality of Information

Each of the Lenders, the Swap Lenders and the Agent acknowledge the confidential nature of the financial, environmental, operational and other information, reports and data provided and to be provided to them by the Loan Parties pursuant to this Agreement and the other Loan Documents (the "**Information**") and agrees to hold the Information in confidence and shall not discuss or disclose or allow access to, or transfer or transmit the Information to any Person, provided however that:

- (a) each of the Lenders and the Agent may disclose all or any part of the Information if, in its reasonable opinion, such disclosure is required by any Applicable Law, to the extent of such requirement, or is required in connection with any actual or threatened judicial, administrative or governmental proceeding, including, without limitation, proceedings initiated under or in respect of this Agreement, provided that in any such circumstance the Lenders and Agent, as soon as reasonably practicable, shall advise the Borrower of their obligation to disclose such Information in order to enable the Borrower, if they so choose, to attempt to ensure that any such disclosure is made on a confidential basis;
- (b) each of the Lenders and the Agent may disclose all or any part of the Information to any regulatory body to which it is subject, to the extent such disclosure is, in the reasonable opinion of such Lender or Agent, required including without limitation to the Office of the Superintendent of Financial Institutions or similar body;
- (c) each of the Lenders and the Agent may disclose Information to each other and to any Permitted Assignees or participants or any actual or prospective counterparty to any securitization, swap or derivative transaction relating to the Loan Parties and the Borrowings or to potential or actual insurers and reinsurers in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement and, in each case, to their respective counsel, agents, employees and advisors; provided that in the case of a participant or any counterparty, the participant or counterparty, as applicable, has provided the Agent or the applicable Lender, in the case of a participant, or the Borrower and the Agent, in the case of a counterparty, with the written agreement referred to in Section 13.3(d) and, in the case of any such counsel, agents, employees and advisors, the Agent or the applicable Lender shall advise such Person of the confidential nature of the Information;

- (d) each of the Lenders and the Agent may disclose and discuss the Information with credit officers of any potential Permitted Assignees for the purposes of assignment pursuant to Section 13.1 or any participant for the purposes of a participation or any actual or prospective counterparty for the purposes of any securitization, swap or derivative transaction as described in (c) above; provided that such potential Permitted Assignee or participant or counterparty shall have, for the benefit of the Borrower, previously provided to the Agent or such Lender, in the case of a participant, or the Borrower and the Agent, in the case of a counterparty, as the case may be, its written agreement to hold the Information under the same obligations of confidentiality as set forth in this Section 13.3 at all times prior to and, if applicable, after becoming a Permitted Assignee or participant or counterparty;
- (e) each of the Lenders and the Agent may disclose all or any part of the Information so as to enable such Lender or the Agent to initiate any lawsuit against any Loan Party or to defend any lawsuit commenced by any Loan Party with respect to or arising from the Loan Documents, the issues of which are directly or indirectly related to the Information, but only to the extent such disclosure is necessary or desirable to the initiation or defence of such lawsuit; and
- (f) each of the Lenders and the Agent may disclose Information to any Person with the prior written consent of the Borrower.

Notwithstanding the foregoing, "Information" shall not include any such information:

- (g) which is or becomes readily available to the public (other than by a breach hereof or by a breach of an obligation of confidentiality imposed on a Permitted Assignee or participant or other Person referred to in this Section 13.3) or which has been made readily available to the public by a Loan Party;
- (h) which the Agent or any Lender can show was, prior to receipt thereof from a Loan Party, lawfully in the Agent's or such Lender's possession and not then subject to any obligation on its part to or for the benefit of a Loan Party to maintain confidentiality; or
- (i) which the Agent or any Lender received from a third party, prior to receipt thereof from a Loan Party, which was not, to the knowledge of the Agent or such Lender after due enquiry, subject to a duty of confidentiality to or for the benefit of a Loan Party at the time the Information was so received.

ARTICLE 14 MISCELLANEOUS

14.1 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction does not invalidate, affect or impair the remaining provisions hereof in such jurisdiction and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable such provision in any other jurisdiction.

14.2 Defaulting Lenders

- (a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

- (i) the standby fees payable pursuant to Section 5.10 shall cease to accrue on the unused portion of the Commitment of such Defaulting Lender;
 - (ii) a Defaulting Lender shall not be included in determining whether, and the Commitment and the Lender's Proportion of the Lender Outstandings of such Defaulting Lender shall not be included in determining whether, all Lenders or the Majority Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 12.12, provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that (A) materially and adversely affects such Defaulting Lender differently than other affected Lenders, (B) increases the Commitment or extends the Maturity Date of such Defaulting Lender, or (C) relates to the matters set forth in Sections 12.12(a)(i), (ii) (in so far as it relates to the Commitment of a Defaulting Lender), (iii), (v) and (vii), shall require the consent of such Defaulting Lender; and
 - (iii) for the avoidance of doubt, the Borrower shall retain and reserve its other rights and remedies respecting each Defaulting Lender.
- (b) If the Agent has actual knowledge that a Lender is a Defaulting Lender at the time that the Agent receives (i) a Borrowing Notice or (ii) a Conversion Notice that will result in a currency conversion, then each other Lender shall fund its Lender's Proportion of such affected Accommodation (and, in calculating such Lender's Proportion, the Agent shall ignore the Commitments of each such Defaulting Lender); provided that, for certainty, no Lender shall be obligated by this Section 14.2(b) to make or provide Accommodations in excess of its Commitment. If the Agent acquires actual knowledge that a Lender is a Defaulting Lender at any time after the Agent receives (i) a Borrowing Notice or (ii) a Conversion Notice that will result in a currency conversion, then the Agent shall promptly notify the Borrower that such Lender is a Defaulting Lender (and such Lender shall be deemed to have consented to such disclosure). Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender under this Section 14.2(b) and which would otherwise have been paid by the Defaulting Lender if its Commitment had been included in determining the Lender's Proportion of such affected Accommodations.
- (c) If any Lender shall cease to be a Defaulting Lender, then, upon becoming aware of the same, the Agent shall notify the other Lenders and (in accordance with the written direction of the Agent) such Lender (which has ceased to be a Defaulting Lender) shall purchase, and the other Lenders shall on a rateable basis sell and assign to such Lender, portions of such Lender Outstandings equal in total to such Lender's Lender's Proportion thereof without regard to Section 14.2(b).

14.3 Failure to Act

No failure, omission or delay on the part of the Agent, any Lender or any Swap Lender in exercising any right, power or privilege hereunder shall impair such right, power or privilege or operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

14.4 Waivers

No breach of any of the provisions of any of the Loan Documents may be waived or discharged verbally; any such waiver or discharge may only be made by way of an instrument in writing signed by either the Agent on behalf of the Lenders or the Majority Lenders, as applicable, and, if required by the Agent, the Loan Parties, and such waiver or discharge will then be effective only in the specific

instance, for the specific purpose and for the specific length of time for which it is given. Any such waiver or discharge which affects the rights of the Agent may only be made by way of an instrument in writing signed by the Agent.

14.5 Amendments

No provision of the Loan Documents may be amended verbally and any such amendment may only be made by way of an instrument in writing signed (subject to Section 12.19) by the Borrower, the Agent and the Lenders required by Section 12.12.

14.6 Notice

Except as otherwise expressly provided herein, all notices, advices, requests and demands hereunder shall be in writing (including by way of e-mail or other electronic transmissions) or, if by telephone, immediately confirmed in writing, and shall be given to or made upon the respective parties hereto at the address set forth opposite their names on the signature pages hereto or at such other address as any party shall designate for itself. All notices shall be effective upon actual receipt. In the event of any discrepancy between any telephone notice, advice, request or demand and the written confirmation thereof, the telephone version shall govern with respect to actions taken by the recipient thereof before such recipient has had a reasonable time to act after its receipt of the written confirmation. All notices to the agent shall be given to the Agent shall be provided as follows:

- (a) For Drawdowns, Rollovers, Conversions and Repayments:

[Redacted]

- (b) For all other notices:

[Redacted]

All notices to the Operating Lender shall be given to the Operating Lender at the Operating Lender's Branch of Account.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including email and Internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender if such Lender has notified the Agent that it is incapable of receiving notices by electronic communication. The Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Agent otherwise prescribes:

- (c) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and

- (d) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient as its email address as described in the foregoing clause (c) of notification that such notice or communication is available and identifying the website address therefor.

14.7 Whole Agreement

This Agreement together with the other Loan Documents constitutes the whole and entire agreement between the parties and cancels and supersedes any prior agreements, undertakings, declarations and representations, written or verbal, in respect of the subject matter of this Agreement and the other Loan Documents.

14.8 Governing Law

The parties agree that this Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than internal laws in force in the Province of Alberta applying to this Agreement. The parties hereto do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement or any other Loan Document, or any of the transactions contemplated hereby or by any thereof, without prejudice to the rights of the Agent or any Lender to take proceedings in other jurisdictions and, to the extent legally permitted, waive any right they may have to, or to apply for, trial by jury in connection with any matter, action, proceedings, claim or counterclaim arising out of or relating to the Loan Documents or any of the transactions contemplated thereby.

14.9 Term of Agreement and Survival

This Agreement and all covenants, undertakings, agreements, representations and warranties shall continue and survive until the termination of all Credit Agreements such that thereafter there is not nor can there be any Borrowings, Lender Outstandings or Swap Indebtedness arising under any Loan Document, and with the exception of Sections 11.1, 11.2, 11.8, 11.9, 12.2, 12.17, 14.6, 14.8 and 14.12 which shall survive any such termination.

14.10 Time of Essence

Time shall be of the essence of this Agreement.

14.11 Anti-Money Laundering Legislation

- (a) The Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Applicable Laws, whether within Canada or elsewhere (collectively, including any guidelines or orders thereunder, "**AML Legislation**"), the Lenders and the Agent may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing officers, direct or indirect shareholders or unitholders or other Persons in control of the Borrower, and the transactions contemplated hereby. The Borrower shall promptly: (i) provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent, or any prospective assignee of a Lender or the Agent, in order to comply with any applicable AML Legislation, whether now

or hereafter in existence; and (ii) notify the recipient of any such information of any changes thereto.

- (b) If, upon the written request of any Lender, the Agent has ascertained the identity of the Borrower or any other Loan Party or any authorized signatories of the Borrower or any other Loan Party for the purposes of applicable AML Legislation on such Lender's behalf, then the Agent;
 - (i) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Agent within the meaning of applicable AML Legislation; and
 - (ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of the Borrower or any other Loan Party or any authorized signatories of the Borrower or any other Loan Party, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any other Loan Party or any such authorized signatory in doing so.

14.12 Conflict with Other Documents

In the event there is a conflict or inconsistency as to any matter between the provisions hereof and the provisions of any other Loan Document, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency; provided, however, that for the purposes of this Section 14.12 there shall not be considered to be a conflict or inconsistency between any provision hereof and any provision of any other Loan Document merely because such Loan Document does, and this Agreement does not, deal with the particular matter.

14.13 Saskatchewan Legislation

The Land Contracts (Actions) Act of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act* with respect to this Agreement or the other Loan Documents and *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this Agreement or the other Loan Documents. The Borrower agrees that the provisions of both *The Land Contracts (Actions) Act* (Saskatchewan) and *The Limitation of Civil Rights Act* (Saskatchewan) are hereby waived.

14.14 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:

- (i) a reduction in full or in part or cancellation of any such liability;
- (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
- (iii) the variation of the terms of such liability in connection with the exercise of the Write-down and Conversion Powers of the applicable Resolution Authority.

14.15 No Fiduciary Duty

The Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this Section 14.15, the "**Lenders**"), may have economic interests that conflict with those of the Borrower, its shareholders and/or its Affiliates. The Borrower agrees that nothing in the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower, its shareholders or its Affiliates, on the other hand. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's length commercial transactions between the Lenders, on the one hand, and the Borrower, on the other hand, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favour of the Borrower, its shareholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower, its shareholders or its Affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in the Loan Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, shareholders, creditors or any other person. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transactions or the process leading thereto.

14.16 Counterpart Execution; Electronic Execution

This Agreement and each other Loan Document may be executed in one or more counterparts (and by different parties in separate counterparts), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery by fax or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement or any other Loan Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as in provided Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transaction Acts* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures

executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

**ADDRESSES
FOR NOTICES:**

Borrower:

Suite 1900, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Chief Financial Officer

STRATHCONA RESOURCES LTD.

Per: (signed) "Connor Waterous"
Name: Connor Waterous
Title: Chief Financial Officer

Agent:

[Redacted]

**THE TORONTO-DOMINION BANK, as
Agent**

Per: (signed) "Neda Heidarpour"
Name: Neda Heidarpour
Title: VP, Loan Syndications -
Agency

Lender:

[Redacted]

**THE TORONTO-DOMINION BANK, as
Lender**

Per: (signed) "Anil Nayak"
Name: Anil Nayak
Title: Managing Director

Per: (signed) "Jonathan Seitz "
Name: Jonathan Seitz
Title: Director

Lender:

ROYAL BANK OF CANADA, as Lender

[Redacted]

Per: (signed) "Bryn Davies"
Name: Bryn Davies
Title: Authorized Signatory

Lender:

[Redacted]

THE BANK OF NOVA SCOTIA, as Lender

Per: (signed) "Michael Linder"
Name: Michael Linder
Title: Director

Per: (signed) "Abigail McLatchy"
Name: Abigail McLatchy
Title: Associate Director

Lender:

[Redacted]

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Lender

Per: (signed) "Ryan Shea "
Name: Ryan Shea
Title: Executive Director

Per: (signed) "Eric Hamilton "
Name: Eric Hamilton
Title: Director

Lender:

[Redacted]

BANK OF MONTREAL, as Lender

Per: (signed) "Dana Fleury"
Name: Dana Fleury
Title: Managing Director

Per: (signed) "Morgan Driscoll"
Name: Morgan Driscoll
Title: Director

Lender:

[Redacted]

ATB FINANCIAL, as Lender

Per: (signed) "Simon Briggs"
Name: Simon Briggs
Title: Director

Per: (signed) "Victor Martinez"
Name: Victor Martinez
Title: Director

Lender:

[Redacted]

**WELLS FARGO BANK, N.A.,
CANADIAN BRANCH, as Lender**

Per: (signed) "Torrie Wheat"
Name: Torrie Wheat
Title: Director

Lender:

[Redacted]

**MIZUHO BANK, LTD., CANADA
BRANCH, as Lender**

Per: (signed) "James K.G. Campbell"
Name: James K.G. Campbell
Title: Director

Lender:

BANK OF CHINA (CANADA), as Lender

[Redacted]

Per: (signed) "Limao Huang"
Name: Limao Huang
Title: Calgary Branch Manager

Per: (signed) "Ni Ao"
Name: Ni Ao
Title: Relationship Manager

Lender:

CANADIAN WESTERN BANK, as Lender

[Redacted]

Per: (signed) "Ted Bobier"
Name: Ted Bobier
Title: Associate Director,
Corporate Banking

Per: (signed) "Kuno Ryckborst"
Name: Kuno Ryckborst
Title: Director and Energy Lead,
Corporate Banking

Lender:

GOLDMAN SACHS BANK USA, as Lender

[Redacted]

Per: (signed) "Priyankush Goswami"
Name: Priyankush Goswami
Title: Authorized Signatory

Lender:

[Redacted]

**EXPORT DEVELOPMENT CANADA, as
Lender**

Per: (signed) "Nadia Avila Lopez"
Name: Nadia Avila Lopez
Title: Financing Manager

Per: (signed) "Michael Ross"
Name: Michael Ross
Title: Senior Financing Manager

Schedule "A" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

Lender	COMMITMENTS		
	Syndicated Facility Commitment	Operating Facility Commitment	Term Facility Commitment
	(Cdn \$)	(Cdn\$)	(U.S.\$)
The Toronto-Dominion Bank		<i>[Redacted]</i>	
Royal Bank of Canada			
The Bank of Nova Scotia			
Canadian Imperial Bank of Commerce			
Bank of Montreal			
ATB Financial			
Wells Fargo Bank, N.A., Canadian Branch			
Mizuho Bank, Ltd., Canada Branch			
Canadian Western Bank			
Bank of China			
Goldman Sachs Bank USA			
Export Development Canada			
Total	\$2,400,000,000	\$100,000,000	\$175,000,000

Schedule "B" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

BORROWING / REPAYMENT NOTICE

Date: _____

The Toronto-Dominion Bank, as Agent
[Redacted]

Facsimile: (416) 982-5535

Email: tdsagencyadmin@tdsecurities.com

Attention: Loan Syndications – Agency

Dear Sirs:

Re: STRATHCONA RESOURCES LTD.

We refer to the Amended and Restated Credit Agreement dated January 23, 2025 between Strathcona Resources Ltd., as borrower, and a consortium of lenders with The Toronto-Dominion Bank, as Agent (as the same may be amended, renewed, extended, modified and/or restated from time to time, the "**Credit Agreement**"). Capitalized terms used herein have the same meaning as in the Credit Agreement. The undersigned are officers of Strathcona Resources Ltd. and are authorized to make and deliver this notice pursuant to the Credit Agreement.

1. We hereby give notice of [our request for an Accommodation pursuant to Section 3.6/repayment of a Borrowing pursuant to Section 3.9] of the Credit Agreement particulars of which are as follows:
 - (a) Facility: [Syndicated/Operating/Term] Facility
 - (b) [Drawdown/Repayment] Date: _____
 - (c) Amount: _____
 - (d) Nature of [Accommodation/Borrowing to be repaid]: _____
 - (e) Interest Period (only applicable to CORRA Loans and SOFR Term Loans): _____
 - (f) Payment Instructions (if any): _____
2. **[For an Accommodation only:]** All of the representations and warranties of Borrower deemed to be made by the Borrower pursuant to Section 2.2 of the Credit Agreement are true and correct in all respects on the date hereof.

3. **[For an Accommodation only:]** There exists no Default or Event of Default on the date hereof.

Yours very truly,

STRATHCONA RESOURCES LTD.

Per:

Name:

Title:

Schedule "C" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

ROLLOVER NOTICE

Date: _____

The Toronto-Dominion Bank, as Agent
[Redacted]

Attention: Loan Syndications – Agency

Dear Sirs:

Re: STRATHCONA RESOURCES LTD.

We refer to the Amended and Restated Credit Agreement dated January 23, 2025 between Strathcona Resources Ltd., as borrower, and a consortium of lenders with The Toronto-Dominion Bank, as Agent (as the same may be amended, renewed, extended, modified and/or restated from time to time, the "**Credit Agreement**"). Capitalized terms used herein have the same meaning as in the Credit Agreement. The undersigned are officers of Strathcona Resources Ltd. and are authorized to make and deliver this notice pursuant to the Credit Agreement.

1. This Rollover Notice is delivered to you pursuant to Section 3.12 of the Credit Agreement.
2. We hereby request a Rollover as follows:
 - (a) Facility: [Syndicated/Operating/Term] Facility
 - (b) Rollover Date: _____
 - (c) Amount of Rollover: _____
 - (d) Term CORRA Loan, Daily Compounded CORRA Loan or SOFR Term Loan: _____
 - (e) Interest Period (only applicable to SOFR Term Loans and CORRA Loans): _____
3. There exists no Default or Event of Default on the date hereof.

C-2

Yours very truly,

STRATHCONA RESOURCES LTD.

Per:

Name:

Title:

Schedule "D" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

CONVERSION NOTICE

Date: _____

The Toronto-Dominion Bank, as Agent
[Redacted]

Attention: Loan Syndications – Agency

Dear Sirs:

Re: STRATHCONA RESOURCES LTD.

We refer to the Amended and Restated Credit Agreement dated January 23, 2025 between Strathcona Resources Ltd., as borrower, and a consortium of lenders with The Toronto-Dominion Bank, as Agent (as the same may be amended, renewed, extended, modified and/or restated from time to time, the "**Credit Agreement**"). Capitalized terms used herein have the same meaning as in the Credit Agreement. The undersigned are officers of Strathcona Resources Ltd. and are authorized to make and deliver this notice pursuant to the Credit Agreement.

1. This Conversion Notice is delivered to you pursuant to Section 3.11 of the Credit Agreement.
2. We hereby request a Conversion as follows:
 - (a) Facility: [Syndicated/Operating/Term] Facility
 - (b) Conversion Date: _____
 - (c) Type of Borrowing to be Converted from: _____
 - (d) Amount of Borrowing to be converted: _____
 - (e) Type of Borrowing to be Converted to: _____
 - (f) Interest Period (only applicable to portion Converted to or not Converted from a SOFR Term Loan/Daily Compounded CORRA Loan/Term CORRA Loan): _____
3. There exists no Default or Event of Default on the date hereof.

D-2

Yours very truly,

STRATHCONA RESOURCES LTD.

Per:

Name:

Title:

COMPLIANCE CERTIFICATE

I, _____, of the City of Calgary, in the Province of Alberta, hereby certify as follows:

1. I am the **[insert title of senior officer]** of Strathcona Resources Ltd.
2. This Certificate applies to the **[Fiscal Year/Fiscal Quarter]** ending _____.
3. I am familiar with and have examined the provisions of the Amended and Restated Credit Agreement dated January 23, 2025 between Strathcona Resources Ltd., as borrower (the "**Borrower**") and a consortium of lenders with The Toronto-Dominion Bank, as Agent (as the same may be amended, renewed, extended, modified and/or restated from time to time, the "**Credit Agreement**"), and have made such reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and its agents as I have deemed necessary for purposes of this Certificate.
4. Except where the context otherwise requires, all capitalized terms used herein have the same meaning as in the Credit Agreement.
5. No Default or Event of Default exists.
6. As of the last day of the above referenced **[Fiscal Quarter/Fiscal Year]**, the Total Debt to EBITDA Ratio was _____, and attached hereto are the detailed particulars of the manner in which the Total Debt to EBITDA Ratio was calculated.
7. As of the last day of the above referenced **[Fiscal Quarter/Fiscal Year]**, the Senior Debt to EBITDA Ratio was _____, and attached hereto are the detailed particulars of the manner in which the Senior Debt to EBITDA Ratio was calculated.
8. As of the last day of the above referenced **[Fiscal Quarter/Fiscal Year]**, the Interest Coverage Ratio was _____, and attached hereto are the detailed particulars of the manner in which the Interest Coverage Ratio was calculated.
9. The Liability Management Rating of the Borrower as at the date hereof is (a) ____ in Saskatchewan, (b) ____ in British Columbia (and attached hereto are the detailed particulars of the manner in which the Liability Management Rating for British Columbia was calculated) and (c) ____ in Alberta **[and no other Loan Party has an LMR] [or] [and the LMR of [Material Subsidiary] is ____]**.
10. As of the date hereof, the Borrower and the Material Subsidiaries directly own not less than 95% of the Consolidated Tangible Assets and not less than 95% of the EBITDA of the Borrower is directly generated by the Borrower and the Material Subsidiaries. As of the date hereof, the Material Subsidiaries are ● and ●.

11. This Certificate is given by the undersigned officer in his or her capacity as an officer of the Borrower without any personal liability.

WITNESS OUR HANDS at the City of Calgary, in the Province of Alberta, this _____ day of _____, 20__.

STRATHCONA RESOURCES LTD.

Per: _____
Name:
Title:

REQUEST FOR EXTENSION

Date: _____

The Toronto-Dominion Bank, as Agent
[Redacted]

Attention: Loan Syndications – Agency

Dear Sirs:

Re: STRATHCONA RESOURCES LTD.

We refer to the Amended and Restated Credit Agreement dated January 23, 2025 between Strathcona Resources Ltd., as borrower, and a consortium of lenders with The Toronto-Dominion Bank, as Agent (as the same may be amended, renewed, extended, modified and/or restated from time to time, the "**Credit Agreement**"). Capitalized terms used herein have the same meaning as in the Credit Agreement.

In accordance with Section 3.3 and Section 3.4 of the Credit Agreement, we hereby request that (a) the Lenders each provide an offer to extend its Revolving Facility Maturity Date for a period of [●], with the Revolving Facility Maturity Date being extended from [●] to [●] and (b) the Term Lender provides an offer to extend the Term Facility Maturity Date for a period of [●], with the Term Facility Maturity Date being extended from [●] to [●].

We hereby certify that:

1. except as disclosed to the Agent in writing, the representations and warranties contained in Section 2.1 of the Credit Agreement (subject to Section 2.2 thereof) are and will be true and correct on the date hereof and on the date of extension, as applicable, with the same effect as if such representations and warranties were made on the date hereof; and
2. there exists no Default or Event of Default.

Yours very truly,

STRATHCONA RESOURCES LTD.

Per: _____
Name:
Title:

Schedule "G" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

LENDER TRANSFER AGREEMENT

TO: **The Toronto-Dominion Bank, as Agent**

[If applicable] [The Toronto-Dominion Bank, as Operating Lender]

AND TO: **Strathcona Resources Ltd. (the "Borrower")**

RE: **Amended and Restated Credit Agreement dated January 23, 2025 (as amended, amended and restated or replaced from time to time, the "Credit Agreement") between the Borrower, the Lenders and the Agent and each of the financial institutions which have entered into or shall enter into a Lender Transfer Agreement**

Capitalized terms used in this Lender Transfer Agreement without definition shall have the meanings set out in the Credit Agreement.

1. **[name of new lender]** (the "**Assignee**") acknowledges that its proper officers have received and reviewed a copy of the Loan Documents and further acknowledges the provisions of the Loan Documents.
2. The Assignee desires to become a Lender under the Credit Agreement; **[name of selling Lender]** (the "**Assignor**") has agreed to and does hereby sell, assign and transfer to the Assignee an undivided ____% interest in the Total Commitment equal to the Commitment as calculated in paragraph 4 below; and, accordingly, the Assignee has agreed to execute this Lender Transfer Agreement.
3. The Assignee, by its execution and delivery of this Lender Transfer Agreement, agrees that from and after the date hereof it shall be a Lender under the Credit Agreement and agrees to be bound by and to perform all of the terms, conditions and covenants of the Credit Agreement applicable to a Lender including, without limitation, the liability to make available its Lender's Proportion of Borrowings made on or after the date hereof in accordance with its Commitment identified in paragraph 4 of this Lender Transfer Agreement.
4. The Assignee confirms that, after giving effect to the assignment set forth herein, its Syndicated Facility Commitment under the Credit Agreement shall be \$_____, **[and its Operating Facility Commitment shall be \$_____]** **[and its Term Facility Commitment shall be \$_____]**.
5. The Assignee agrees to assume, without recourse to the Assignor, all liabilities and obligations of the Assignor as Lender under the Credit Agreement arising after the date hereof to the extent of the Assignee's Commitment as provided for herein and the Assignor is hereby released and discharged from such obligations and liabilities to the same extent.
6. The Assignee acknowledges and confirms that it has not relied upon, and that the Assignor or the Agent or any of their respective directors, officers, employees or agents have not made, any representation or warranty whatsoever as to the due execution, legality, effectiveness, validity or

enforceability of any of the Loan Documents or any other documentation or information delivered by the Assignor or the Agent to the Assignee in connection therewith or for the performance thereof by any party thereto or of the financial condition of the Borrower or any other Loan Party. All representations, warranties and conditions express or implied by law or otherwise are hereby excluded.

7. The Assignee represents and warrants that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, affairs, status and nature of the Borrower and any other Loan Party and has not relied and will not hereafter rely on the Assignor or the Agent or any of their respective directors, officers, employees or agents to appraise or keep under review on its behalf the financial condition, creditworthiness, affairs, status or nature of the Borrower or any other Loan Party.
8. Each of the Assignor and the Assignee represents and warrants to the other, and to the Agent and the Lenders that it has the capacity and power to enter into this Lender Transfer Agreement in accordance with the terms hereof and to perform its obligations arising therefrom, and all actions required to authorize the execution and delivery hereof and the performance of such obligations have been duly taken.
9. This Lender Transfer Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
10. Notices shall be given to the Assignee in the manner provided for in the Credit Agreement as follows:

Branch of Account:

[•]
[•]

Attention: [•]
Telecopier: [•]
11. This Lender Transfer Agreement shall be binding upon the Assignee and its successors and permitted assigns.
12. This Lender Transfer Agreement may be executed in any number of counterparts and by different parties in separate counterparts and by facsimile execution, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

DATED this ____ day of _____, ____.

[Name of Assignee]

Per: _____
Name:
Title:

The Assignor hereby acknowledges the above Lender Transfer Agreement and agrees that its Commitment is reduced by an amount equal to the Commitment assigned to the undersigned hereby and confirms that its Syndicated Facility Commitment as so reduced is Cdn. \$●.

[Name of Assignor]

Per: _____
Name:
Title:

The Toronto-Dominion Bank, as Agent, hereby acknowledges the above Lender Transfer Agreement and consents to the Assignee becoming **[continuing as]** a Lender under the Credit Agreement to the extent of its Commitment as set out in paragraph 4 of the Lender Transfer Agreement.

THE TORONTO-DOMINION BANK, as Agent

Per: _____
Name:
Title:

[●], as Fronting Lender, hereby acknowledges the above Lender Transfer Agreement and consents to the Assignee becoming **[continuing as]** a Lender under the Credit Agreement to the extent of its Commitment as set out in paragraph 4 of the Lender Transfer Agreement.

[●], as Fronting Lender

Per: _____
Name:
Title:

The Borrower hereby acknowledges the above Lender Transfer Agreement and consents to the Assignee becoming **[continuing as]** a Lender under the Credit Agreement to the extent of its Commitment as set out in paragraph 4 of the Lender Transfer Agreement.

STRATHCONA RESOURCES LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SUBSIDIARY GUARANTEE - CORPORATE FORM

[NOTE: IF MATERIAL SUBSIDIARY IS A PARTNERSHIP OR TRUST, OR IF THE GUARANTEE IS PROVIDED BY THE BORROWER, A REVISED FORM OF THIS GUARANTEE WILL BE PROVIDED BY THE AGENT]

This Guarantee is made as of **[date of designation of new Material Subsidiary]**.

TO: The Toronto-Dominion Bank, in its capacity as Agent (as hereinafter defined)

For valuable consideration, receipt whereof is hereby acknowledged, **[name of Material Subsidiary]** (the "**Guarantor**") hereby irrevocably, absolutely and unconditionally:

- (a) guarantees to the Agent for and on behalf of the Lenders (as hereinafter defined) the full, prompt and punctual payment and performance of the Obligations (as hereinafter defined); and
- (b) indemnifies and saves harmless the Agent and the Lenders (as hereinafter defined) from and against any and all losses, damages, costs, expenses or liabilities suffered or incurred by the Agent or any Lender (as hereinafter defined) resulting or arising from or relating to any failure of any Other Loan Party to pay in full or fully perform the Obligations as and when due, provided that the amount of such indemnification shall not exceed the amount of such Obligations together with any and all other amounts due and owing hereunder from time to time.

And the Guarantor agrees with the Agent and the Lenders as follows:

1. **Definitions.** In this Guarantee, including any preamble and recitals and the guarantee provision set forth above, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions (including the singular and plural form and derivatives thereof) shall have the following meanings:
 - (a) "**Agent**" means The Toronto-Dominion Bank, in its capacity as agent for the Lenders, and any successor thereof appointed pursuant to the Credit Agreement;
 - (b) "**Borrower**" means Strathcona Resources Ltd.;
 - (c) "**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute;
 - (d) "**Credit Agreement**" means the amended and restated credit agreement dated January 23, 2025 between the Borrower and the financial institutions which are or may become party thereto from time to time, as lenders, and The Toronto-Dominion Bank, as agent for such lenders, providing for, *inter alia*, an extendible revolving term credit facility and an

operating facility, as such credit agreement may be amended, amended and restated, modified, replaced, restated or supplemented from time to time;

- (e) **"ECP Swap Obligation"** means, with respect to the Borrower and any Material Subsidiary, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act;
- (f) **"Excluded Swap Obligations"** means, with respect to the Guarantor, any ECP Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor pursuant hereto of, or the grant by the Guarantor of a security interest to secure, such ECP Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor pursuant hereto or the grant of such security interest becomes effective with respect to such ECP Swap Obligation. If an ECP Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such ECP Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal;
- (g) **"Guarantee"** means this Subsidiary Guarantee, as the same may be amended, amended and restated, modified, supplemented, replaced or restated from time to time;
- (h) **"Lenders"** has the meaning assigned to that term under the Credit Agreement and for the purposes of this Guarantee, includes the Swap Lenders;
- (i) **"Loan Documents"** shall have the meaning ascribed thereto from time to time in the Credit Agreement, in each case as the same may be amended, amended and restated, modified, replaced or supplemented from time to time;
- (j) **"Obligations"** means all obligations, indebtedness, liabilities, covenants, agreements and undertakings of the Other Loan Parties, or any of them, to the Agent and the Lenders, or any of them, arising out of or contemplated by the Credit Agreement, any other Loan Document or any Lender Swap (other than Excluded Swap Obligations), and whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether such Other Loan Parties or any of them be bound alone or with others and whether as principal or surety;
- (k) **"Other Loan Parties"** means collectively, the Borrower and each Material Subsidiary from time to time other than the Guarantor and **"Other Loan Party"** means any of them; and
- (l) **"Qualified ECP Guarantor"** means, in respect of any ECP Swap Obligation, the Borrower and each Material Subsidiary that has total assets exceeding US \$10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such ECP Swap Obligation or such other person as constitutes an "eligible

contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Capitalized terms which are not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.

2. Acknowledgment of Agent Capacity. This Guarantee is granted to the Agent in its capacity as agent for the Lenders. All of the covenants, representations, warranties, rights, benefits and protections made or given in favour of the Agent hereunder are acknowledged to be for the joint and several benefit of the Agent and each of the Lenders from time to time.
3. Evidence of Accounts. Any account settled or stated between the Agent or any Lender, on the one hand, and any Other Loan Party, on the other hand, shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by such Other Loan Party is so due.
4. Waiver of Defences. The liability of the Guarantor under this Guarantee shall be irrevocable, unconditional and absolute, and, without limiting the generality of the foregoing, the obligations of the Guarantor shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby waives as against the Agent for and on behalf of the Lenders to the fullest extent permitted by Applicable Law, any defence relating to:
 - (a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation or otherwise;
 - (b) any modification or amendment of or supplement to the Obligations, including any increase or decrease in the principal, the rates of interest or other amounts payable in respect thereof;
 - (c) whether the Lender Swaps shall be in respect of commodity risk, interest rate risk, currency risk or otherwise and whether on a financial or physical basis, and whether speculative or not;
 - (d) any defence based upon any incapacity, disability or lack or limitation of status or power of any Other Loan Party, the Guarantor or any other Person or of the directors, officers, employees, partners or agents thereof, or that any Other Loan Party, the Guarantor or any other Person may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of moneys or credits in respect of the Obligations;
 - (e) any change in the existence, structure, constitution, name, control or ownership of any Other Loan Party, the Guarantor or any other Person;
 - (f) any insolvency, bankruptcy, amalgamation, merger, reorganization, arrangement or other similar proceeding affecting any Other Loan Party, the Guarantor or any other Person or the assets of any Other Loan Party, the Guarantor or any other Person;
 - (g) any change in the shareholdings or membership of the Guarantor through the retirement of one or more partners or the introduction of one or more partners or otherwise;

- (h) the existence of any claim, set-off or other rights which the Guarantor may have at any time against any Other Loan Party, any of the Lenders, the Agent or any other Person, whether in connection with the Obligations or any unrelated transactions;
- (i) any release or non-perfection or any invalidity, illegality or unenforceability relating to or against any Other Loan Party, the Guarantor or any other Person, whether relating to any instrument evidencing the Obligations or any other agreement or instrument relating thereto or any part thereof or any provision of Applicable Law purporting to prohibit the payment by any Other Loan Party, the Guarantor or any other Person of any of the Obligations;
- (j) any limitation, postponement, prohibition, subordination or other restriction on the rights of the Agent or any Lender to payment of the Obligations or to take any steps in respect thereof, including without limitation any stay of proceedings against any Other Loan Party or any direct or indirect guarantor of the Obligations;
- (k) any release, substitution or addition of any co-signer, endorser, other guarantor or any other Person in respect of the Obligations;
- (l) any defence arising by reason of any failure of the Agent or any Lender to make any presentment, demand for performance, notice of non-performance, protest, and any other notice, including notice of;
 - (i) acceptance of this Guarantee;
 - (ii) partial payment or non-payment of all or any part of the Obligations; and
 - (iii) the existence, creation, or incurring of new or additional Obligations;
- (m) any defence arising by reason of any failure of the Agent or any Lender to proceed against any Other Loan Party or any other Person, to proceed against, apply or exhaust any security held from any Other Loan Party, the Guarantor or any other Person for the Obligations, or to proceed against or to pursue any other remedy in the power of the Agent or any Lender whatsoever;
- (n) the benefit of any law which provides that the obligation of a guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal obligation or which reduces a guarantor's obligation in proportion to the principal obligations;
- (o) any defence arising by reason of any incapacity, lack of authority, or other defence of any Other Loan Party, the Guarantor or any other Person, or by reason of the cessation from any cause whatsoever of the liability of any Other Loan Party, the Guarantor or any other Person with respect to all or any part of the Obligations, or by reason of any act or omission of the Agent, any Lender or others which directly or indirectly results in the discharge or release of any Other Loan Party, the Guarantor or all or any part of the Obligations or any security, or guarantee therefor, whether by operation of law or otherwise;
- (p) any defence arising by reason of any failure by the Agent or any Lender to obtain, perfect or maintain a perfected (or any) Security Interest upon any property of any Other Loan Party, the Guarantor or any other Person or by reason of any interest of the Agent or any Lender in any property, whether as owner thereof or the holder of a Security Interest therein

or lien or encumbrance thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment by the Agent or any Lender of any right to recourse or collateral;

- (q) any defence arising by reason of the failure of the Agent or any Lender to marshal any assets;
- (r) any defence based upon any failure of the Agent to give to any Other Loan Party, the Guarantor or any other Person notice of any sale or other disposition of any property securing any or all of the Obligations or any guarantee thereof, or any defect in any notice that may be given in connection with any sale or other disposition of any such property, or any failure of the Agent or any Lender to comply with any provision of Applicable Law in enforcing any Security Interest upon any such property, including any failure by the Agent or any Lender to dispose of any such property in a commercially reasonable manner;
- (s) any dealing whatsoever with any Other Loan Party, the Guarantor or other Person or any security, whether negligently or not, or any failure to do so;
- (t) any extinguishment of all or any of the Obligations for any reason whatsoever (other than the actual satisfaction thereof); or
- (u) any other law, event or circumstance which might otherwise constitute a defence available to, or a discharge of the Guarantor, any other act or omission to act or delay of any kind by any Other Loan Party, the Agent, any Lender, the Guarantor or any other Person or any other circumstance whatsoever, whether similar or dissimilar to the foregoing, which might, but for the provisions of this Section 4, constitute a legal or equitable discharge, limitation or reduction of the obligations of the Guarantor hereunder (other than the payment or satisfaction in full of all of the Obligations).

The foregoing provisions apply (and the foregoing waivers shall be effective) even if the effect is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against any Other Loan Party for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy.

5. **Indemnity.** The Guarantor shall be liable for and shall indemnify and save the Agent and the Lenders harmless from and against any losses which may arise by virtue of any of the Obligations or any agreement related thereto being or becoming for any reason whatsoever in whole or in part (a) void, voidable, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law other than by reason of a release by the Agent and the Lenders (collectively an "**Indemnifiable Circumstance**"). For greater certainty, these losses shall include, without limitation, the amount of all obligations which would have been payable by the Other Loan Party but for the existence of an Indemnifiable Circumstance. The Guarantor shall also be liable for and shall indemnify and save the Agent and the Lenders harmless from and against any and all liabilities, costs and expenses (including reasonable legal fees and expenses on a solicitor and his own client full indemnity basis) (x) incurred by the Agent or any Lender in the preparation, registration, administration or enforcement of this Guarantee, (y) with respect to or resulting from any failure or delay by the Guarantor in performing or observing any of its obligations under this Guarantee, and (z) incurred by the Agent or any Lender in performing or observing any of the other covenants of the Guarantor under this Guarantee.

6. Keepwell. To the extent that the Guarantor is a Qualified ECP Guarantor, the Guarantor jointly and severally with each other Qualified ECP Guarantor, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by the Borrower and each other Material Subsidiary to honor all of its obligations under the guarantees they have provided in favour of the Agent and the Lenders in respect of ECP Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section 6 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 6, or otherwise under this Guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section 6 shall remain in full force and effect until all Guaranteed Obligations have been paid in full. The Guarantor intends that this Section 6 constitute, and this Section 6 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of the Borrower and each Material Subsidiary for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

7. No Waiver. No delay on the part of the Agent or any Lender in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No amendment to this Guarantee or waiver of any of the rights of the Agent or any Lender hereunder shall be deemed to be made by the Agent or any Lender unless the same shall be in writing, duly signed on behalf of the Agent and each such waiver, if any, shall apply only with respect to the specific instance involved and for the specific purpose for which given, and shall in no way impair the rights or liabilities of the Agent or the Guarantor hereunder in any other respect at any other time.

8. Deemed Existence. If at any time, all or any part of any payment previously applied by the Agent or any Lender to any Obligation is or must be rescinded or returned by the Agent or any Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, or reorganization of the Guarantor or any Other Loan Party) such Obligation shall, for the purpose of this Guarantee, to the extent that such payment is rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent or any Lender, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation, all as though such application by the Agent or any Lender had not been made.

9. Assignment and Postponement. Following the occurrence and during the continuance of an Event of Default, all present and future indebtedness and liability of the Other Loan Parties to the Guarantor is hereby assigned by the Guarantor to the Agent and postponed to the Obligations and all moneys received by the Guarantor in respect thereof will be received in trust for and will be paid over to the Agent upon demand by the Agent. If the Agent or the Lenders receive from the Guarantor a payment or payments in full or on account of the liability of the Guarantor hereunder, the Guarantor will not be entitled to claim repayment against any Other Loan Party until the Agent and the Lender's claims against all Other Loan Parties have been irrevocably and unconditionally paid in full. In case of liquidation, winding-up or bankruptcy of any Other Loan Party (whether voluntary or involuntary) or any composition with creditors or scheme of arrangement, the Agent and the Lenders will have the right to rank for their full claims and receive all dividends or other payments in respect thereof in priority to the Guarantor until the claims of the Agent and the Lenders have been irrevocably and unconditionally paid in full and the Guarantor will continue to be liable hereunder for any balance which may be owing to the Agent or the Lenders by the Other Loan Parties. In the event of the valuation by the Agent of any of its security and/or the retention thereof by the Agent, such valuation and/or retention will not, as between the Agent and the Lenders and the Guarantor, be considered as a purchase of such security, or as payment or satisfaction of

the Obligations or any part thereof. The foregoing provisions of this Section 9 will not in any way limit or lessen the liability of the Guarantor under any other section of this Guarantee.

10. Other Securities. This Guarantee is in addition to and not in substitution for any other guarantee or any other securities by whomsoever given at any time held by the Agent or any Lender for any present or future Obligations and the Agent or any Lender shall at all times have the right to proceed against or realize upon all or any portion of any other guarantees or securities or any other money or assets to which it may become entitled or have a claim in such order and in such manner as it in its sole and unfettered discretion may deem fit.
11. Continuing Guarantee. This Guarantee is a continuing guarantee and: (a) shall remain in full force and effect in accordance with its terms until payment in full of all amounts payable under this Guarantee and termination of the Lenders' commitments and obligations under and pursuant to the Loan Documents; and (b) shall enure to the benefit of the Agent, each Lender and their respective successors and assigns, and shall be binding upon the Guarantor, its successors and permitted assigns.
12. Enforcement of Guarantee. The obligations of the Guarantor under this Guarantee shall be enforceable by the Agent upon demand by the Agent for payment of the Obligations in accordance with the terms hereof without the necessity of any action or recourse whatsoever against any Other Loan Party, any security or any other guarantor. The remedies provided in this Guarantee are cumulative and not exclusive of any remedies provided by Applicable Law, the Loan Documents or otherwise.
13. Subrogation. This Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Agent or any Lender, and all dividends, compensations, proceeds of security valued and payments received by the Agent or any Lender from any Other Loan Party, the Guarantor or from others or from any estate shall be regarded for all purposes as payments in gross without right on the part of any Guarantor to claim in reduction of the liability under this Guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Agent or any Lender or proceeds thereof, and the Guarantor shall have no right to be subrogated in any rights of the Agent until the Agent shall have received full, final and indefeasible payment and performance of the Obligations and the Lenders have no further obligation to extend credit or advance monies to or for the benefit of any Other Loan Party.
14. Foreign Currency Obligations. The Guarantor will make payment relative to each Obligation in the currency (the "**Original Currency**") in which the Other Loan Party is required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Agent or a Lender in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment will constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the Original Currency which the Agent or such Lender is able to purchase at Calgary, Alberta with the amount it receives on the date of receipt. If the amount of the Original Currency which the Agent or such Lender is able to purchase is less than the amount of such currency originally due to it in respect of the relevant Obligation, the Guarantor will indemnify and save the Agent and the Lenders harmless from and against any loss or damage arising as a result of such deficiency. This indemnity will constitute an obligation separate and independent from the other obligations contained in this Guarantee, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by the Agent or any Lender and

will continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

15. Guarantee of Payment and Performance. This Guarantee is a guarantee of payment and performance and not of collection and is in addition and without prejudice to any securities of any kind now or hereafter held by the Agent or any Lender.
16. Costs. The Guarantor shall pay to the Agent all out-of-pocket costs and expenses, including all reasonable legal fees (on a solicitor and his own client basis) and other expenses incurred by the Agent and any of the Lenders from time to time in the enforcement, realization and collection of or in respect of this Guarantee, and the term "Obligations" herein shall include all such costs and expenses. All of these amounts shall be payable by the Guarantor on demand, shall bear interest at a rate per annum equal to the Prime Rate per annum, calculated from the date incurred by the Agent to the date paid by the Guarantor, compounded monthly on the last day of each month, both before and after default, maturity and judgment.
17. Payment. All payments hereunder with respect to any Obligations shall be made to the Agent on behalf of the Lenders at the Agent's branch in Toronto, Ontario at TD North Tower, 77 King St. West, 26th Floor, Toronto, Ontario M5K 1A2 or at such other branch or agency of the Agent as the Agent shall designate from time to time by notice in writing to the Guarantor.
18. Payment on Stay. If: (a) any Other Loan Party is prevented from making payment of any of the Obligations when it would otherwise be required to do so; or (b) the Agent is prevented from demanding payment of the Obligations because of a stay or other judicial proceeding or any other legal impediment, all Obligations or other amounts otherwise subject to demand, acceleration or payment shall be payable by the Guarantor as provided for hereunder.
19. Waiver of Notice. The Guarantor waives all notices which may be required by any statute, rule of law, contract or otherwise to preserve any rights to the Agent or any Lender against the Guarantor.
20. Taxes. Any and all payments by the Guarantor hereunder shall be made free and clear of and without deduction for any and all present and future Taxes. If the Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to the Agent or any Lender:
 - (a) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 20) the Agent or such Lender receives an amount equal to the sum it would have received had no such deductions been made; and
 - (b) the Guarantor shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with Applicable Law.
21. Covenants. The Guarantor acknowledges receipt of a copy of the Credit Agreement and the other Loan Documents and understands the Obligations of the Loan Parties thereunder. The Guarantor consents and agrees to be bound by any provision in the Credit Agreement which relates to the Guarantor. In addition, the Guarantor covenants and agrees that it shall perform each and every term, covenant, condition and agreement which the Borrower has covenanted in the Credit Agreement to cause the Guarantor to perform, and the Guarantor will comply with each and every term, covenant, condition and agreement which the Borrower has covenanted under the Credit Agreement to cause the Guarantor to comply with, when and as provided for by the terms of the

Credit Agreement and the Guarantor will not do anything which would result in a breach of the Credit Agreement.

The Guarantor confirms and makes and repeats on its own behalf in favour of the Agent and the Lenders each of the representations and warranties set forth in the Credit Agreement to the extent such representations and warranties relate to the Guarantor or any matter in respect thereof, and shall be deemed to make, repeat and re-affirm each such representation and warranty on each date on which such representations and warranties are made or deemed to be made or re-made by the Borrower under the Credit Agreement, all to the same extent as if the Guarantor was a party to the Credit Agreement, and all as though such representations and warranties were set out at length herein.

22. Governing Law. This Guarantee shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
23. Severability. If any provision or paragraph of this Guarantee shall be invalid, illegal or unenforceable in any respect or in any jurisdiction, it shall not affect the validity, legality or enforceability of such provision or paragraph in any other jurisdiction or the validity, legality or enforceability of any other provision of this Guarantee.
24. Notices. Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telex, telecopy, rapifax or other electronic means of communication addressed to the respective parties as follows:

the Guarantor at:

Suite 1900, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Chief Financial Officer

the Agent at:

[Redacted]

or to such other address or telex number, telecopy number or rapifax number as any party may from time to time notify the others in accordance with this Section 24. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by e-mail or other electronic means of communication, on the first Business Day following the transmittal thereof.

25. Acknowledgment. The Guarantor confirms that its obligations under this Guarantee are not subject to any promise or condition affecting or limiting its liability, and no statement, representation, collateral agreement or promise by the Agent or any Lender or by any officer, employee or agent of it, forms any part of this Guarantee or has induced the making thereof, or shall be deemed in any way to affect the Guarantor's liability hereunder.
26. Appropriation. The Agent shall be at liberty, without in any way prejudicing or affecting its rights hereunder, to appropriate any payment made or monies received to any part of the Obligations, whether then due or to become due, and from time to time to revoke or alter any such appropriation, as the Agent sees fit.

IN WITNESS WHEREOF the Guarantor has caused this Guarantee to be signed by the proper officer duly authorized in that behalf as of the date and year first above written.

[NAME OF MATERIAL SUBSIDIARY]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

FORM OF ENVIRONMENTAL CERTIFICATE

TO: THE TORONTO-DOMINION BANK, as Agent

RE: Amended and Restated Credit Agreement dated January 23, 2025 among Strathcona Resources Ltd., as borrower (the "**Borrower**"), The Toronto-Dominion Bank, as agent (the "**Agent**"), and the Persons party thereto as lenders from time to time (collectively, the "**Lenders**") (such Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**").

This Environmental Certificate is given pursuant to Section [8.1(c)(v) / 9.1(f)] of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

I am the duly appointed [●] of the Borrower and hereby make the following certifications in such capacity for and on behalf of the Borrower and not in my personal capacity and without assuming any personal liability whatsoever:

1. The following certifications are made to the best of my knowledge after due enquiry. My due enquiry has been limited to discussions and correspondence with responsible officers and staff of the Borrower and the Material Subsidiaries to confirm that the internal environmental reporting and response procedures of the Borrower and the Material Subsidiaries have been followed in all material respects as they relate to the certifications made herein and that the matters herein set forth are true and correct and that matters reported on by such officers and staff are true and correct.
2. The certifications in paragraphs 3 through 9 are qualified as to any breach of or failure to comply with any Environmental Laws, provided that the breach or failure to comply has not had, or would not reasonably be expected to have (whether on an individual or cumulative basis), a Material Adverse Effect.
3. The property of the Loan Parties is owned, leased, managed, controlled or operated, in compliance with Environmental Laws.
4. There are no existing, pending or threatened (by written notice):
 - (a) claims, complaints, notices or requests for information received from a Governmental Authority by any of the Loan Parties, or of which any of the Loan Parties are otherwise aware, with respect to any alleged violation of or alleged liability under any Environmental Laws by any of the Loan Parties; or
 - (b) stop, cleanup or preventative orders, direction or action requests, notice of which has been received from an Governmental Authority by any of the Loan Parties or of which any of the Loan Parties are otherwise aware, relating to the environment which as a result thereof, requires any work, repair, remediation, cleanup, construction or capital expenditure with

respect to any property owned, leased, managed, controlled or operated by any of the Loan Parties.

5. Except in compliance with Environmental Laws, no contaminant or other hazardous substance has been received, handled, used, stored, treated or shipped at or from, and there has been no discharge or Release of a contaminant or other hazardous substance at, on, from or under any property owned, leased, managed, controlled or operated by any of the Loan Parties.
6. None of the lands and facilities owned, leased, managed, controlled or operated by any of the Loan Parties have been used as a land fill site or, except in compliance with Environmental Laws, as a waste disposal site.
7. No condition exists at, on or under any of the premises or facilities owned, leased, managed, controlled or operated by any of the Loan Parties, which with the passage of time, or the giving of notice or both, has given rise to or would reasonably be expected to give rise to a violation or liability under any Environmental Laws.
8. The Loan Parties are not aware of any matter affecting the environment that has had or could reasonably be expected to have a Material Adverse Effect.
9. The Loan Parties have obtained all permits, licenses and other authorizations (collectively the "**Permits**") which are required under Environmental Laws and are in compliance with all terms and conditions of all Permits, and the Borrower hereby certifies that each of the Permits is in full force and effect and unrevoked as of the date of this certificate.

THIS CERTIFICATE executed at Calgary, Alberta effective the ____ day of _____, 20 ____.

STRATHCONA RESOURCES LTD.

Per: _____
Name:
Title:

Schedule "J" to the Amended and Restated Credit Agreement dated January 23, 2025 between STRATHCONA RESOURCES LTD., as Borrower, and a consortium of Lenders with THE TORONTO-DOMINION BANK, as Agent

EXISTING RBC LC

[Redacted]