

THIS SECOND AMENDING AGREEMENT (the “**Agreement**”) is made effective as of February 25, 2021 (the “**Second Amendment Date**”), between **SURGE ENERGY INC.**, as borrower, **NATIONAL BANK OF CANADA**, as Agent, and the Lenders party hereto.

PREAMBLE:

- A. Pursuant to a Fifth Amended and Restated Credit Agreement dated as of June 19, 2020 as amended by a first amending agreement dated November 17, 2020 (as so amended, the “**Credit Agreement**”) among Surge Energy Inc., as borrower (the “**Borrower**”), National Bank of Canada, The Bank of Nova Scotia, ATB Financial, Bank of Montreal, Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank, HSBC Bank Canada, Business Development Bank of Canada and Goldman Sachs Lending Partners LLC and those other financial institutions which hereafter become lenders thereunder (collectively, the “**Lenders**”) and National Bank of Canada, as agent for the Lenders (the “**Agent**”), the Lenders agreed to provide the Borrower with the Credit Facilities.
- B. The Parties party hereto have agreed make certain amendments to the Credit Agreement on the terms and conditions herein provided.

AGREEMENT:

NOW THEREFORE in consideration of the premises, the covenants and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged between the Parties party hereto, such Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement.
2. **Amendment Date.** The amendments contained herein shall be effective as of the Second Amendment Date.
3. **Amendments.** The Credit Agreement is amended as follows from and after the Second Amendment Date:
 - (a) Section 14.1(ee) of the Credit Agreement is hereby deleted in its entirety and replaced with “[*Intentionally Deleted*]”.
 - (b) Section 14.1(nn) of the Credit Agreement is hereby amended by replacing the reference therein to [Redacted: Date] with a reference to [Redacted: Date] .
 - (c) Section 14.1(r) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(r) **Annual Independent Engineering Report.** The Borrower will provide within one hundred and twenty (120) days of each Fiscal Year end an annual independent engineering report in form and substance satisfactory to the Agent covering the then applicable Borrowing Base Properties of the Borrower and, as applicable, each other Loan Party, prepared by an

engineering firm acceptable to the Lenders, acting reasonably with an effective date to no earlier than December 31 of the calendar year just ended, provided that, for the Fiscal Year ending December 31, 2020, the Borrower will provide such report by not later than March 15, 2021.

- (d) Section 16.1(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:
- “(c) **Breach of Certain Covenants.** If any Loan Party breaches any covenant set out in any of Section 14.1(c), 14.1(r) (in respect of the Fiscal Year ending December 31, 2020 only), 14.1(ll), 14.2(a), 14.2(g), 14.2(h), 14.2(i), 14.2(j), 14.2(l), 14.2(m), 14.2(n), 14.2(p), 14.2(r), 14.2(s), 14.2(t), 14.2(u) and 14.2(v).
- (e) Schedule L to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
4. **Document.** This Agreement shall be a Document for all purposes under and in connection with the Credit Agreement.
5. **Representations and Warranties.** To confirm each Lender’s understanding concerning the Borrower and the Material Subsidiaries’ and their businesses, properties and obligations, and to induce the Agent and Lenders to enter into this Agreement, the Borrower hereby reaffirms to the Agent and the Lenders that, as of the date hereof, its representations and warranties contained in Section 13.1 of the Credit Agreement, as amended by this Agreement, and except to the extent such representations and warranties relate solely to an earlier date, are true and correct in all material respects and additionally represents and warrants as follows on the Second Amendment Date:
- (a) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approvals (if any required), and (iv) do not and will not contravene or conflict with or contravene or constitute a default or create a Lien, other than a Permitted Encumbrance, of which could reasonably be expected to have a Material Adverse Effect under: (A) in the case of the Borrower and each corporate Material Subsidiary its constating documents, by-laws, any resolution of its Directors or any shareholders’ agreement in respect thereof; (B) any agreement or document to which it is a party or by which any of its property is bound; or (C) any applicable Law;
- (b) this Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or similar statutes affecting the enforcement of creditors’ rights generally and by general principles of equity; and
- (c) no Default or Event of Default has occurred and is continuing or would result from giving effect to this Agreement.

6. **Continuing Effect.** Each of the Parties party hereto acknowledges and agrees that the Credit Agreement (as amended by this Agreement), the other Documents and all other documents entered into in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be effected or prejudiced in any manner except as specifically provided herein. The Borrower hereby further acknowledges and agrees that all Security granted by it to the Agent for its own benefit and on behalf of the Lenders and others in connection with the Credit Agreement and any other documents executed and delivered pursuant thereto or in connection therewith, including confirmations and acknowledgements thereof, continue in full force and effect, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests and covenants therein contained or thereby constituted, as continuing security for all indebtedness, liabilities and other obligations of the Borrower under the Credit Agreement and each other Document to which it is a party.
7. **Further Assurance.** The Borrower will from time to time forthwith at the Agent's request and at the Borrower's own cost and expense make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Agent and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under the Credit Agreement and this Agreement.
8. **Expenses.** The Borrower will pay or reimburse the Agent and the Lenders, as applicable, for the reasonable out of pocket expenses, including reasonable legal fees and disbursements (on a solicitor and his own client full indemnity basis) and enforcement costs, incurred by the Agent and the Lenders, as applicable, in connection with the negotiation, preparation, execution and maintenance of the Credit Agreement and of this Agreement.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Alberta from time to time.
10. **Counterparts.** This Second Amending Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party hereto may execute this Second Amending Agreement by signing any counterpart. The words "execution", "execute", "executed", "signed", "signature" and words of like import in this Second Amending Agreement or in or related to any document to be signed in connection with this Second Amending Agreement and the transactions contemplated hereby, shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, in accordance with 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 Transactions Act* (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.

[Signature Pages Follow]

IN WITNESS WHEREOF each of the undersigned has duly executed this Agreement as of the Second Amendment Date.

SURGE ENERGY INC.
as Borrower

By: [Redacted: Signatory]

Name: [Redacted: Signatory]

Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]

Title: [Redacted: Signatory]

NATIONAL BANK OF CANADA,
as Agent

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

NATIONAL BANK OF CANADA,
as Lender

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

NATIONAL BANK OF CANADA,
as Operating Lender

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

THE BANK OF NOVA SCOTIA,
as Lender _____

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

**EXPORT DEVELOPMENT CANADA,
as Lender**

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

**ATB FINANCIAL,
as Lender**

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

BANK OF MONTREAL,
as Lender

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

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

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

THE TORONTO-DOMINION BANK,
as Lender

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

HSBC BANK CANADA,
as Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

**BUSINESS DEVELOPMENT BANK
OF CANADA,
as Lender**

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

**GOLDMAN SACHS LENDING
PARTNERS LLC,**
as Lender

By: [Redacted: Signatory]

Name: [Redacted: Signatory]
Title: [Redacted: Signatory]

By:

Name:
Title:

Exhibit A
to the Second Amendment

SCHEDULE L
SURGE ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 19, 2020

SISP

Timelines and Milestones:

- [Redacted: Date] Launch broad formal process for Corporate Transaction (the “**Sales Process**”); and
- [Redacted: Date] (the “**Bid Deadline**”): Receive and deliver to Agent, on behalf of all of the Lenders, all letters of intent and expressions of interest received for potential Corporate Transactions in connection with the Sales Process, together with a report dated as of the Bid Deadline summarizing all bids, letters of intent and expressions of interest received by the Borrower in connection with the Sales Process, such report to be in form and substance satisfactory to all of the Lenders, acting reasonably.