THIS FOURTH AMENDING AGREEMENT (the "**Agreement**") is made effective as of May 13, 2026 (the "**Fourth Amendment Date**"), between **SURGE ENERGY INC.**, as borrower, **NATIONAL BANK OF CANADA**, as Agent, and the Lenders party hereto.

PREAMBLE:

A. Pursuant to a Fourth Amended and Restated Credit Agreement dated as of September 5, 2024 (as amended by a first amending agreement dated October 10, 2024, a second amending agreement dated December 17, 2024 and a third amending agreement dated May 29, 2025, the "**Credit Agreement**") among Surge Energy Inc., as borrower (the "**Borrower**"), National Bank of Canada, ATB Financial, Bank of Montreal, Business Development Bank of Canada 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 have agreed to make certain amendments to the Credit Agreement, in each case 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**. This Agreement shall be effective on the Fourth Amendment Date.

3. **Borrowing Base Determination**. The Parties affirm that as of the Fourth Amendment Date, the Borrowing Base shall remain at $250,000,000, and that the foregoing shall constitute the Borrowing Base Determination for the May 31, 2026 Scheduled Borrowing Base Date under Section 3.10(b) of the Credit Agreement. The next Scheduled Borrowing Base Date is November 30, 2026.

4. **Amendments**. From and after the Fourth Amendment Date, the Credit Agreement is hereby amended as follows:

    (a) Section 3.1(a) of the Credit Agreement is hereby amended by deleting the reference therein to "during the Revolving Period" and replacing it with a reference to "at any time prior to the Termination Date".

    (b) Section 3.1(b) of the Credit Agreement is hereby amended by deleting the reference therein to "during the Revolving Period" and replacing it with a reference to "at any time prior to the Termination Date".

(c) Section 3.2 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"3.2 **Extension of Termination Date.**

(a) Notice by Borrower.

(i) The Borrower may, provided no Borrowing Base Shortfall, Default or Event of Default has occurred and is continuing, request an extension of the then current Termination Date of the Credit Facilities (an "**Extension**") in respect of each Lender at any time from time-to-time, but not more than once in any calendar year, provided that following the granting of such Extension, the term to maturity of the Credit Facilities shall not exceed 2 years. Such request shall be made by the Borrower by delivering to the Agent an executed Request for Offer of Extension.

(ii) Within 2 Banking Days after receipt thereof, the Agent shall notify the Lenders of such Request for Offer of Extension. Following receipt thereof, each Lender shall notify the Agent and the Borrower as to whether or not it agrees (in its sole discretion) to such request no later than 30 days thereafter (or such other later date as may be agreed to by the Borrower and the Majority Lenders) (the "**Notification Date**"); provided that, if a Lender does not so notify the Agent and the Borrower on or prior to the Notification Date, such Lender shall be deemed to have elected not to agree to such Request for Offer of Extension.

(b) Agreeing and Non-Agreeing Lenders. Each Lender may in its sole discretion, pursuant to a Request for Offer of Extension, elect to extend the current Termination Date of the Credit Facilities with respect to its Individual Commitment Amount, subject however to such conditions and amendments respecting the Credit Facilities, if any, as the Lenders agree and which are acceptable to the Borrower. Each Lender which grants an Extension is referred to herein as an "**Agreeing Lender**", and each Lender which elects not to grant an Extension, or fails to make such election within the period prescribed by Section 3.2(a) above, is referred to herein as a "**Non-Agreeing Lender**".

(c) No Extension. No Extension shall occur unless those Lenders who wish to grant an Extension pursuant to a Request for Offer of Extension represent at least 66 2/3% of the aggregate Individual Commitment Amounts of all Lenders from whom an Extension has been requested. If no Extension occurs, the then current Termination Date of the Lenders who are not already Non-Agreeing Lenders will, subject to Section 3.5(g), continue for each such Lender and each such Lender's Individual Commitment Amount will remain available for Drawdown hereunder until the Termination Date; provided that the Borrower may again make a Request for Offer of

Extension during the following calendar year in accordance with Section 3.2(a).

(d) Extension Notice. Promptly after the Notification Date, the Agent will notify the Borrower of the decision of the applicable Lenders with respect to their Request for Offer of Extension (the "**Extension Notice**"). The Extension Notice will identify the Agreeing Lenders and Non-Agreeing Lenders, and a list of the conditions or amendments, if any, respecting the Credit Facilities as the Lenders have agreed upon as a condition to the granting of the Extension. The Borrower will, within 20 days of receipt of the Extension Notice 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, as such conditions or amendments may be revised based on discussions between the Borrower and the Lenders and that are agreed to by the Lenders. If the Borrower accepts all such conditions or amendments requested by the Agreeing Lenders as aforesaid, the Termination Date with respect to the Agreeing Lenders will be deemed to have been extended for the period of time set out in the Extension Notice, and, subject to Section 3.2(e), the Termination Date with respect to the Non-Agreeing Lenders shall not be extended. If the Borrower notifies the Agent that it does not accept such conditions or amendments (including as may have been revised) or it fails to notify the Agent within the time provided above for acceptance, the Termination Date will not be extended as herein provided and will continue until the then current Termination Date with each Lender's Individual Commitment Amount remaining available for Drawdown until the then current Termination Date; provided that the Borrower may again make a Request for Offer of Extension during the following calendar year in accordance with Section 3.2(a).

(e) Replacement of Non-Agreeing Lender. Notwithstanding anything else set forth herein and provided that Lenders representing more than 66 2/3% of the aggregate Individual Commitment Amounts of all Lenders from whom an Extension has been requested have elected to grant an Extension, the Borrower will be entitled to exercise one of the following options, with respect to any Lender who has become a Non-Agreeing Lender, on or prior to the Termination Date applicable to such Non-Agreeing Lender (and provided that if there is more than one Non-Agreeing Lender, each such Non-Agreeing Lender is repaid or replaced in accordance with this Section 3.2(e)):

(i) so long as no Borrowing Base Shortfall or Event of Default exists at the time and if after giving effect to the repayment described below, the Aggregate Principal Amount would remain less than the Commitment Amount at such time, the Borrower may repay in full the Aggregate Principal Amount owing to such Non-Agreeing Lender, together with all accrued but unpaid interest and fees thereon and any expenses, breakage and other costs determined in accordance with Section 8.2 and including cash collateralization in full of any contingent obligations in respect of any outstanding Letters of Credit if the Non-Agreeing Lender is the Operating Lender, and upon such payment such Non-Agreeing Lender's Individual Commitment Amount will be permanently cancelled in accordance herewith; or

(ii) the Borrower may replace each Non-Agreeing Lender with one or more financial institutions (which may be one or more of the Lenders) who purchase such Lender's entire Individual Commitment Amount in accordance with Section 15.2.

(f) <u>Different Termination Dates.</u> If, at any time, there are Syndicated Facility Lenders with different Termination Dates, all Syndicated Facility Lenders will share in Advances under the Syndicated Facility made hereunder based on their respective Rateable Portions thereof except to the extent the particular Advance under the Syndicated Facility requested has a Maturity Date after the Termination Date of a Syndicated Facility Lender, in which case only those Syndicated Facility Lenders with a Termination Date later than the Maturity Date of the requested Advance will be required to participate in providing such Advance and the Borrower may request a similar Advance, to the extent permitted hereunder, from the other Syndicated Facility Lenders with a Maturity Date occurring on or before the Termination Date of such Syndicated Facility Lenders. Each such determination by the Agent shall be prima facie, evidence of such Syndicated Facility Lender's Rateable Portion."

(d) Section 3.3 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**3.3 [Intentionally Deleted]**"

(e) Section 3.4 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**3.4 Maturity Date.**

The Borrower will not be entitled to request an Advance from a Syndicated Facility Lender which has a Maturity Date after the Termination Date applicable to such Syndicated Facility Lender. The Borrower will not be entitled to request an Advance from the Operating Lender which has a Maturity Date after the Termination Date applicable to the Operating Lender."

(f) Sections 3.5(a) and (b) of the Credit Agreement are hereby deleted in its entirety and replaced with the following:

"**3.5 Repayment.**

(a) Syndicated Facility. The Borrower may borrow, repay and re-borrow Advances under the Syndicated Facility up to the Termination Date, subject to Sections 3.1(a), 3.4 and 5.7.

(b) Operating Facility. The Borrower may borrow, repay and re-borrow Advances under the Operating Facility up to the Termination Date, subject to Sections 3.1(b), 3.4 and 5.7."

(g) Section 3.5(g) of the Credit Agreement is hereby amended by deleting the reference therein to "the Syndicated Facility Termination Date and the Operating Facility Termination Date" and replacing it with a reference to "its Termination Date".

(h) Section 3.9(f) of the Credit Agreement is hereby amended by deleting the reference therein to "and on the Term Conversion Date".

(i) Section 3.9(g) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(g) [Intentionally Deleted]"

(j) Article 3 of the Credit Agreement is hereby amended by adding the following thereto as a new Section 3.12:

"**3.12 Increase in Commitment.**

(a) So long as no Default or Event of Default has occurred and is continuing, or would result therefrom, at any time and from time to time, the Borrower may, by delivering an Increase Request to the Agent, request one or more increases to the amount of the Commitment Amount in respect of either of the Credit Facilities (each an "**Increase**"). The Commitment Amount after any Increase shall not exceed the then current Borrowing Base.

(b) Each Increase Request will be delivered at least 20 Banking Days before the date of the requested Increase, and will specify the requested principal amount of such Increase and the requested date of such Increase.

(c) Each Lender may, at its option, provide its Rateable Portion of the requested Increase, however only the Operating Lender can provide an Increase under the Operating Facility. Any Lender consenting to provide its Rateable Portion of the Increase shall so notify the Agent within 10 Banking Days of the Increase Request and, upon delivery of such consent to the Agent, will be deemed to have committed to increase its respective Individual Syndicated Facility Commitment Amount accordingly. Any Lender which does not advise the Borrower and the Agent, within 10 Banking Days of an Increase Request, that such Lender will provide its Rateable Portion of the requested Increase will be deemed to have declined to provide its Rateable Portion thereof. Not more than 3 Banking Days following (i) the last day for receipt by the Agent of such notices; or (ii) if all such Lenders have provided such notice, the day on which the last of such notices has been received by the Agent, the Agent will advise each Lender and the Borrower which Lenders have agreed to provide their Rateable Portion of the Increase and which Lenders have declined to provide their Rateable Portion of the Increase, and the amount of such Rateable Portion so agreed or declined by each such Lender (the "**Allocation Notice**").

(d) Each Lender agreeing to provide its Rateable Portion of the Increase may offer to acquire all or any portion of the requested Increase that has not yet been allocated to a Lender (the "**Unallocated Portion**") by giving written notice to the Agent of the portion of the Unallocated Portion which such Lender is prepared to acquire. Such notice will be given not more than 5 Banking Days following receipt by such Lender of the Allocation Notice. By delivering such notice, each such Lender will be deemed to have committed to increase its respective Individual Syndicated Facility Commitment Amount accordingly. If more than one such Lender gives notice to the Agent that it wishes to acquire all or a portion of the Unallocated Portion (each such Lender, an "**Additional Offer Lender**") and the amount of such Unallocated Portion which all such Additional Offer Lenders wish to acquire exceeds the amount of the Unallocated Portion, each such Additional Offer Lender will be deemed to have offered to acquire its Rateable Portion (determined on a pro rata basis by the Agent according to the respective amounts such Lenders have indicated that they wish to acquire of the Unallocated Portion, rounded to the nearest Cdn. $500,000). The Agent will give written notice to the Borrower, within 2 Banking Days following the expiry of the time for such Lenders to give notice of their intention to acquire pursuant to this Section 3.12(d), of any Lender agreeing to acquire all or a portion of the Unallocated Portion.

(e) If the Lenders have not offered to acquire all of the Unallocated Portion, then the Borrower may arrange for one or more other financial institutions (each a "**Substitute Lender**") to offer to acquire the balance of the Unallocated Portion, subject to the following conditions:

a. each Substitute Lender being satisfactory to the Agent, acting reasonably; and

b. each Substitute Lender having delivered to the Agent an instrument in writing agreeing to be bound by the terms of this Agreement as a Lender.

(f) Notwithstanding anything to the contrary in this Agreement, no Lender will have any obligation to participate in any requested Increase unless it agrees to do so in its sole discretion.

(g) Any increase in the Individual Commitment Amounts pursuant to an Increase Request will be subject to satisfaction by the Borrower of the following conditions precedent:

a. delivery to the Agent of such officer's certificates, directors' resolutions or equivalents and legal opinions, and the making of such registrations or filings, as the Agent may reasonably require;

b. payment by the Borrower to each Lender whose Individual Commitment Amount has increased pursuant to this Section 3.12 of a commitment fee on the amount of such increase at a rate to be negotiated by the Borrower and the Agent which is satisfactory to the Lenders; and

c. satisfaction of such additional conditions as the Agent may reasonably require.

(h) If an Increase is to be made pursuant to this Section 3.12, the Agent will forthwith prepare and deliver to the Borrower and each Lender a new Schedule B setting forth the Individual Commitment Amounts of the Lenders following the Increase. On the Banking Day following delivery of such new Schedule B upon confirmation of the satisfaction of the foregoing conditions, such new Schedule B and the revised Commitment Amounts of the Lenders set forth therein will become effective."

(k) Section 12.3(o) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(o) Acquisitions. Except for the acquisition of the Edison Rental Facility pursuant to any put option available under the Edison Rental Agreement to the counterparty thereunder, the Borrower will not, and will not permit the other Loan Parties to, purchase or exchange, or otherwise enter into any transaction or series of related transactions which would result in the acquisition of any Voting Securities or other ownership interests in any Person or any other real and personal property, assets, undertakings, title, interests, rights or benefits, unless, at such time, and on a pro forma basis, after giving effect to such acquisition no Default, Event of Default or Borrowing Base Shortfall has occurred and is continuing, provided that in any case such acquisition is not prohibited by Section 12.3(y).";

(l) Section 12.3(v) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(v) Repayment of Debentures. The Borrower will not, and will not permit any other Loan Party to, make any payments of principal, interest, fees or otherwise in respect of the 2023 Convertible Debenture Obligations other than the payment of regularly scheduled interest provided that, at the time of such regularly scheduled payment of interest, no Default, Event of Default or Borrowing Base Shortfall has occurred and is continuing or would result, or reasonably be expected to result, therefrom. Without limiting the foregoing, without the prior consent of the Lenders, the Borrower shall not, and will not permit any other Loan Party to, make any prepayments or repayments of principal under the 2023 Convertible Debentures, provided that the Borrower shall not at any time be restricted from converting the 2023 Convertible Debentures to equity."

(m) Section 16.4(b) of the Credit Agreement is hereby amended by deleting the reference therein to "Purchasing Lender" and replacing it with a reference to "purchasing Lender".

(n) Schedule A to the Credit Agreement is hereby amended by:

(i) adding each of the following thereto in correct alphabetical order:

" "**Additional Offer Lender**" has the meaning attributed to it in Section 3.12."

" "**Allocation Notice**" has the meaning attributed to it in Section 3.12. "

" "**Increase Request**" means a written request, substantially in the form set out in Schedule M, to be given to the Agent by the Borrower pursuant to Section 3.12(a)."

" "**Increase**" has the meaning attributed to it in Section 3.12(a)."

" "**Substitute Lender**" has the meaning attributed to it in Section 3.12."

" "**Unallocated Portion**" has the meaning attributed to it in Section 3.12."

" "**Termination Date**" means May 31, 2028, as may be extended pursuant to Section 3.2."

(ii) deleting the definition of "Credit Spread Adjustment" in its entirety and replacing it with the following:

"“**Credit Spread Adjustment**" means [Redacted: Percentage]% ([Redacted: Amount] Basis Points) per annum.

(iii) amending the definition of "Interest Period" by deleting the reference therein to "Maturity Date" and replacing it with a reference to "latest Termination Date (subject to Section 3.2(f))";

(iv) deleting each of the following definitions: "Non-Agreeing Lender Syndicated Facility Commitment Amount", "Offer of Extension", "Operating Facility Termination Date", "Purchasing Lender", "Revolving Period", "Syndicated Facility Termination Date", "Term Conversion Date", "Term-out Lender", "Term-out Maturity Date" and "Term-out Period";

(v) deleting the definition of "Permitted NRCan Indebtedness Prepayments" in its entirety and replacing it with the following:

""**Permitted NRCan Indebtedness Prepayments**" means any prepayment of NRCan Indebtedness from time to time provided that, on the date of such payment:

(a) the Senior Debt to NTM EBITDA Ratio of the Borrower (calculated on a pro forma basis, taking into account such payment) would be less than 1.50:1.00;

(b) the Aggregate Principal Amount projected to be outstanding under the Credit Facilities as at the end of the month in which such payment is made does not exceed [Redacted: Percentage]% of the Commitment Amount;

(c) such payment, together with all other prepayments of NRCan Indebtedness previously made from and after June 15, 2022, does not exceed, in the aggregate, $[Redacted: Amount]; and

(d) no Default, Event of Default or Borrowing Base Shortfall has occurred and is continuing or would result, or reasonably be expected to result, from such payment,

and the Borrower shall have delivered to the Agent an officer's certificate (including, where applicable, calculations of the foregoing in detail satisfactory to the Agent, acting reasonably) confirming each of the items in (a) through (d) above."

(vi) amending the definition of "Permitted Refinancing Debt" by deleting the reference therein to "Term-out Maturity Date" and replacing it with a reference to "latest Termination Date";

(vii) amending the definition of "Request for Offer of Extension" by deleting the reference therein to "both the Syndicated Facility Termination Date and the Operating Facility Termination Date pursuant to Section 3.2" and replacing it with a reference to "the Termination Date pursuant to Section 3.2";

(viii) deleting the definition of "Specified Permitted Distributions" in its entirety and replacing it with the following:

““**Specified Permitted Distributions**” means any Distributions, provided that:

(a) upon such Distribution being made, the Senior Debt to NTM EBITDA Ratio of the Borrower (calculated on a pro forma basis, taking into account such Distribution) would be less than 1.50:1.00;

(b) the Aggregate Principal Amount projected to be outstanding under the Credit Facilities as at the end of the month in which such Distribution is made does not exceed [Redacted: Percentage]% of the Commitment Amount; and

(c) such Distribution is not prohibited under the Permitted Junior Debt Documents.”; and

(ix) amending the definition of “Syndicated Facility Commitment Amount” by deleting the reference therein to “Cdn. $200,000,000” and replacing it with a reference to “Cdn. $150,000,000”;

(o) Schedule B to the Credit Agreement is hereby deleted in its entirety and replaced with Annex 1 attached hereto.

(p) Schedule J to the Credit Agreement is hereby amended by deleting the reference therein to “each of the Syndicated Facility Termination Date and the Operating Facility Termination Date” and replacing it with a reference to “the Termination Date”.

(q) A new Schedule M to the Credit Agreement is hereby added in the form of Annex 2 attached hereto.

5. **Loan Document**. This Agreement shall be a Loan Document for all purposes under and in connection with the Credit Agreement.

6. **Conditions Precedent**. This Agreement is only effective upon the receipt of the following items by the Agent on behalf of the Lenders:

(a) a fully executed copy of this Agreement; and

(b) the fees set forth in the fee letter among the Agent and the Borrower dated as of the date hereof.

7. **Representations and Warranties**. To confirm each Lender’s understanding concerning the Borrower and the other Loan Parties 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 11.1 of the Credit Agreement, as amended by this Agreement, and except (i) to the extent such representations and warranties relate solely to an earlier date, are true and correct in all material respects and (ii) to the extent such

representations and warranties are already qualified by materiality, are true and correct in all respects, and additionally represents and warrants as follows on the Fourth Amendment Date:

(a) the execution and delivery of this Agreement and the performance by it of its obligations hereunder (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 each corporate Loan Party, 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.

8. **Continuing Effect**. Each of the Parties party hereto acknowledges and agrees that the Credit Agreement (as amended by this Agreement), the other Loan 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 Loan Document to which it is a party.

9. **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.

10. **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.

11. **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.

12. **Counterparts**. This 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 Agreement by signing any counterpart. The words "execution", "execute", "executed", "signed", "signature" and words of like import in this Agreement or in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby, shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, 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 Fourth Amendment Date.

SURGE ENERGY INC.,
as Borrower

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

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

NATIONAL BANK OF CANADA,
as Agent

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

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

NATIONAL BANK OF CANADA,
as Lender

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

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

ATB FINANCIAL,
as Lender

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

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

BANK OF MONTREAL,
as Lender

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

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

BUSINESS DEVELOPMENT BANK OF CANADA,
as Lender

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

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

ANNEX 1

TO THE FOURTH AMENDING AGREEMENT

SCHEDULE B
TO THE SURGE ENERGY INC. FOURTH AMENDED AND RESTATED CREDIT AGREEMENT DATED SEPTEMBER 5, 2024

COMMITMENTS OF LENDERS

Lender	Individual Syndicated Facility Commitment Amount	Operating Facility Commitment Amount	Aggregate Individual Commitment Amount
National Bank of Canada	$[Redacted: Amount]	$[Redacted: Amount]	$[Redacted: Amount]
ATB Financial	$[Redacted: Amount]	$[Redacted: Amount]	$[Redacted: Amount]
Bank of Montreal	$[Redacted: Amount]	$[Redacted: Amount]	$[Redacted: Amount]
Business Development Bank of Canada	$[Redacted: Amount]	$[[Redacted: Amount]	$[Redacted: Amount]
Total	**$150,000,000**	**$50,000,000**	**$200,000,000**

ANNEX 2

TO THE FOURTH AMENDING AGREEMENT

SCHEDULE M
TO THE SURGE ENERGY INC. FOURTH AMENDED AND RESTATED CREDIT AGREEMENT DATED SEPTEMBER 5, 2024

FORM OF INCREASE REQUEST

To: **NATIONAL BANK OF CANADA** ("**NBC**") as Agent for the Lenders under the Fourth Amended and Restated Credit Agreement

Re: Fourth Amended and Restated Credit Agreement made as of September 5, 2024, between Surge Energy Inc., the Lenders, and NBC as Agent for the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Date: **[■]**

This Increase Request is delivered pursuant to Section 3.12(a) of the Credit Agreement.

1. Unless otherwise expressly defined herein, capitalized terms used in this Increase Request shall have the same meanings set forth in the Credit Agreement.

2. The Borrower hereby requests the following Increase to the amount of the [Syndicated Facility Commitment Amount] [Operating Facility Commitment Amount]:

   (a) Date of Increase: ______________________________

   (b) Amount of Increase: Cdn. $______________________________

Dated as of the date first above written.

SURGE ENERGY INC.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title: